



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2012-13**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT  
ESTABLISHING THE FY 2012-2013 DISCOVERY BAY  
LANDSCAPE AND LIGHTING ZONE 8  
APPROPRIATION LIMIT**

WHEREAS, Section 7910 of the Government Code requires that each year the governing body of each local jurisdiction establish an appropriations limit for each jurisdiction for the following fiscal year pursuant to Article XIII B of the California Constitution; and

WHEREAS, Article XIII B of the California Constitution provides for the establishing of an appropriations limit based on the change in the cost of living shall be either the percentage change in California per capita personal income from the preceding year, or the percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local non-residential new construction; and

WHEREAS, the percentage change in California per capita personal income is available for the unincorporated areas of Contra Costa County, therefore, the Town of Discovery Bay Community Services District staff has calculated the Appropriation Limit using the change factors as permitted by Article XIII B of the California Constitution; and

WHEREAS, the calculated Appropriation Limit for the Discovery Bay Lighting and Landscape Zone 8 for the FY 2012-2013 is \$497,620.79 as reflected in Attachment A.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:


SECTION 1. The Board of Directors selects the percentage change in California per capita personal income from the preceding year as a factor to be used in calculating appropriations limits; and

SECTION 2. The Board of Directors selects the change of population within the unincorporated area of Contra Costa County as the change of population factor to be used in establishing the appropriation limit; and

SECTION 3. The appropriations limit for the District for fiscal year 2012-13 for the Discovery Bay Lighting and Landscape Zone 8 is hereby established at \$497,620.79; and

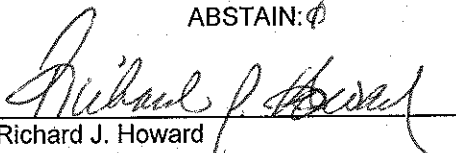
SECTION 4. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 20<sup>th</sup> DAY OF JUNE, 2012.

  
V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on June 20, 2012, by the following vote of the Board:

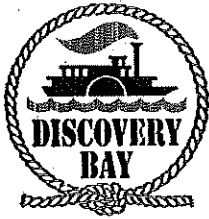
AYES: 5  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0

  
Richard J. Howard  
Board Secretary

Discovery Bay Lighting Landscape Zone 8  
Appropriations Limit Calculation

	Historical Limit (With Permitted Increases)	Per Capita Personal Income Change	Per Capita Ratio*	Population Change	Population Ratio*	Fiscal Year Factor
Year 04/05	\$ 352,279.00					
Year 05/06	\$ 379,708.29	5.26	1.0526	2.4	1.024	1.0778624
Year 06/07	\$ 402,876.48	3.96	1.0396	2.06	1.0206	1.06101576
Year 07/08	\$ 431,200.71	4.42	1.0442	2.5	1.025	1.070305
Year 08/09	\$ 461,481.34	4.29	1.0429	2.62	1.0262	1.07022398
Year 09/10	\$ 469,171.69	0.62	1.0062	1.04	1.0104	1.01666448
Year 10/11	\$ 458,900.84	-2.54	0.9746	0.36	1.0036	0.97810856
Year 11/12	\$ 474,747.11	2.51	1.0251	0.92	1.0092	1.03453092
Year 12/13	\$ 497,620.79	3.77	1.0377	1.01	1.0101	1.04818077

\* Based on factors provided in the annual  
Price and Population Information letter from  
the California Department of Finance.



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2012-14**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT  
AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF A  
JOINT EXERCISE OF POWERS AGREEMENT AND APPOINTING  
THE DISTRICT'S REPRESENTATIVES TO THE GOVERNING  
BOARD OF THE DISCOVERY BAY PUBLIC FINANCING AUTHORITY CREATED THEREBY**

WHEREAS, the Town of Discovery Bay Community Services District (the "Discovery Bay CSD") is a community services district duly organized and validly existing under the Constitution and laws of the State of California; and

WHEREAS, the Discovery Bay CSD, upon authorization of the Board of Directors of the Discovery Bay CSD (the "Board"), may, pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "JPA Law"), enter into joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them or conferred to them by the JPA Law; and

WHEREAS, the Discovery Bay CSD and the Byron Bethany Irrigation District (the "Irrigation District") intend to enter into a joint exercise of powers agreement pursuant to the JPA Law (the "Joint Exercise of Powers Agreement") pursuant to which the Discovery Bay Public Financing Authority (the "Authority") will be created to, among other things, make loans and purchase and sell bonds of local agencies, at public or private sale as authorized by the Marks-Roos Local Bond Pooling Act of 1985 constituting Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Bond Pooling Act"); and

WHEREAS, under California law and the Joint Exercise of Powers Agreement, the Authority will be a public entity separate and apart from the parties to the Joint Exercise of Powers Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the Discovery Bay CSD or the Irrigation District or any representative of either the Discovery Bay CSD or the Irrigation District serving on the governing body of the Authority (the "Governing Board"); and

WHEREAS, this Board proposes to authorize the execution of the above-referenced Joint Exercise of Powers Agreement, in substantially the form presented to this Board; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Discovery Bay CSD is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

**SECTION 1. Declaration of Board of Directors.** This Board hereby specifically finds and declares that the actions authorized hereby constitute and are with respect to public affairs of the Discovery Bay CSD, and that the statements, findings and determinations of the Discovery Bay CSD set forth in the preambles above and of the documents approved herein are true and correct.

**SECTION 2. Joint Exercise of Powers Agreement.** The form of Joint Exercise of Powers Agreement, presented to this meeting and on file with the Secretary is hereby approved. The President, Vice-President, General Manager, and any other Discovery Bay CSD officer or official of the Discovery Bay CSD, is hereby authorized and directed to execute the final Joint Exercise of Powers Agreement, for and in the name of and on behalf of the Discovery Bay CSD, with such changes therein as such officer may require or approve, with such approval to be conclusively evidenced by the execution and delivery thereof.

**SECTION 3. Purpose of the Joint Exercise of Powers Agreement.** The purpose of the Joint Exercise of Powers Agreement and the creation of the Authority is for the Discovery Bay CSD and the Irrigation District, through the Authority, to jointly exercise

the powers set forth in both the JPA Law and the Bond Pooling Act, including, but not limited to, (i) the purchase and sale, at public or negotiated sale, certain obligations issued by members of the Authority, or (ii) make loans, secured or unsecured, to local agencies, or (iii) sell, at public or negotiated sale, obligations, or (iv) issue and sell, at public or negotiated sale, bonds secured in whole or in part by such obligations. Reference is hereby made to both the JPA Law and the Bond Pooling Act for a complete recital of the powers of the Authority the exercise of which is the purpose of the Authority. The Authority is authorized, in its own name, to do all acts necessary to exercise such powers in order to fulfill the purposes of the Joint Exercise of Powers Agreement.

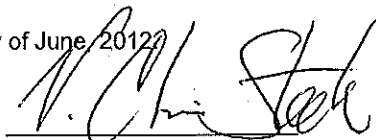
SECTION 4. Determination of Significant Public Benefits. The Discovery Bay CSD has determined and hereby declares that the creation of the Authority for the express purpose of providing a pool of funds from which the Discovery Bay CSD may draw to finance local public capital improvements offers significant public benefits in that there will be both (i) demonstrable savings in effective interest rates, bond preparation costs, bond underwriting, and other bond issuance costs by having the Authority purchase the Discovery Bay CSD's obligations rather than selling them to the public by some other means, and (ii) more efficient delivery of services to residential and commercial development within the Discovery Bay CSD.

SECTION 5. Attestation and Seal. The Secretary is hereby authorized and directed to attest the signature of the authorized signatory, and to affix and attest the seal of the Discovery Bay CSD, as may be required or appropriate in connection with the execution and delivery of the Joint Exercise of Powers Agreement.

SECTION 6. Further Actions. The President, Vice-President, General Manager, Secretary and any other Discovery Bay CSD officer or official is hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Joint Exercise of Powers Agreement. Such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

SECTION 7. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED this 20th Day of June 2012

  
V. Chris Steele  
Board President

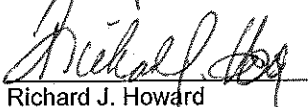
I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on June 20, 2012, by the following vote of the Board:

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0

  
Richard J. Howard  
Board Secretary

7-6-12

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**JOINT EXERCISE OF POWERS AGREEMENT**

by and between the

**TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT**

and the

**BYRON BETHANY IRRIGATION DISTRICT**

creating the

**DISCOVERY BAY PUBLIC FINANCING AUTHORITY**

Dated as of

**July 1, 2012**

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## JOINT EXERCISE OF POWERS AGREEMENT

**THIS AGREEMENT** is executed as of July 1, 2012 and shall become effective as of July 1, 2012, and is by and between the **TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT**, a community services district duly organized and validly existing under the laws of the State of California (the "Discovery Bay CSD"), and the **BYRON BETHANY IRRIGATION DISTRICT**, a public irrigation district duly organized and validly existing under the laws of the State of California (the "Irrigation District"), and hereafter referred to as "Members."

### RECITALS

This Agreement is predicated upon the following facts:

A. Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "JPA Law") authorizes public agencies organized and operating under the laws of the State of California to create a joint exercise of powers entity which has the power to exercise any powers common to the contracting parties and to exercise additional powers granted to it under the JPA Law.

B. The Members are public agencies organized and operating under the laws of the State of California.

C. The Discovery Bay CSD is authorized to buy, sell and lease property and to issue bonds, expend bond proceeds, and borrow and loan money for any of its corporate purposes pursuant to the provisions of the Community Services District Law of the State of California.

D. The Irrigation District is authorized to buy, sell and lease property and to issue bonds, expend bond proceeds, and borrow and loan money for certain public purposes pursuant to the Government Code of the State of California.

E. This Agreement creates a legal joint powers authority, to be known as the "Discovery Bay Public Financing Authority," which is a legal entity, separate from the parties to this Agreement, and which entity shall be responsible for the administration and implementation of this Agreement.

F. The Discovery Bay Public Financing Authority (the "Authority") is authorized under the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4, Chapter 5, Division 7, Title 1 (commencing with Section 6584) of the California Government Code, as amended (the "Bond Pooling Act") to, among other things, purchase, at public or negotiated sale, certain qualified obligations (the "Obligations") issued by Members of the Authority and other public agencies and sell, at public or negotiated sale, such Obligations or issue and sell, at public or negotiated sale, Bonds secured in whole or in part by such Obligations.

G. Each of the Members may accomplish the purposes and objectives described in this Agreement by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations.

H. All capitalized terms used herein are defined in "ARTICLE I - Definitions" hereof.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements set forth in this Agreement, the parties agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement:

"Authority" shall mean the Discovery Bay Public Financing Authority created by this Agreement.

"Agreement" shall mean this Joint Exercise of Powers Agreement, as it may be amended from time to time, creating the Authority.

"Board," "Governing Board" or "Board of Directors" shall mean the governing body of the Authority.

"Bond Pooling Act" shall mean the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4, Chapter 5, Division 7, Title 1 (commencing with Section 6584) of the California Government Code, as amended from time to time.

"Bond Purchase Contract" shall mean any contractual agreement executed between the Authority and a Local Agency whereby the Authority agrees to purchase the Obligations of the Local Agency (which shall specify the maximum interest rate for the Obligations, the costs of issuance, the amount of reserve fund and procedures in case of default).

"Bonds" shall mean bonds and any other evidence of indebtedness of the Authority authorized and issued pursuant to the Act.

"Brown Act" shall mean the Ralph M. Brown Act, constituting Sections 54950 through 54963 of the California Government Code as the same may be amended and supplemented, and any successor statute.

"Chairperson" shall mean the Chairperson of the Governing Board pursuant to Article V.

"Discovery Bay CSD" shall mean the Town of Discovery Bay Community Services District, a community services district duly organized and existing under the laws of the State of California.

"Executive Director" shall mean the executive director of the Authority pursuant to Article VII.

"Fiscal Year" shall mean the period of time from the effective date of this Agreement to June 30, 2013, and thereafter every July 1 to June 30 of each following year.

"Indenture" shall mean an instrument providing for the issuance of Bonds and specifying the terms and conditions thereof and includes an indenture of trust, a trust agreement, a resolution, an order or any other instrument or proceeding.

"Irrigation District" shall mean the Byron Bethany Irrigation District.

"JPA Law" shall mean Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended.

"Local Agency" shall mean a "local agency" as defined in Section 6585(f) of the California Government Code.

"Member" shall mean any public agency (as defined in the JPA Law) which is a party to this Agreement.

"Obligation" shall mean any bond (including, but not limited to, assessment bonds, redevelopment agency bonds, government issued mortgage bonds, and industrial development bonds), note (including bond, revenue, tax or grant anticipation notes), commercial paper, lease-purchase agreement, certificate of participation, floating rate, and variable maturity securities or other evidences of indebtedness, which is purchased by the Authority from a Local Agency which is the issuer thereof at a public or negotiated sale, or which is otherwise acquired by the Authority pursuant to the Bond Pooling Act or an indenture providing for the issuance of Bonds.

"Public Capital Improvements" shall have the meaning given to such term in Section 6585(g) of the California Government Code.

"Secretary" shall mean the Secretary of the Authority.

"State" shall mean the State of California.

"Treasurer" shall mean the treasurer and auditor of the Authority, pursuant to Article VII.

"Vice-Chairperson" shall mean the Vice-Chairperson of the Governing Board pursuant to Article V.



"Working Capital" shall have the meaning given to such term in Section 6585(i) of the California Government Code.

## **ARTICLE II**

### **CREATION OF DISCOVERY BAY PUBLIC FINANCING AUTHORITY**

Pursuant to the JPA Law, the parties hereto do hereby create a public entity separate and apart from the Members, to be known as the Discovery Bay Public Financing Authority, hereinafter referred to as the "Authority."

It is hereby declared that the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member; however, notwithstanding this declaration, any Member may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Authority, pursuant to California Government Code Section 6508.1. Pursuant to and to the extent required by Government Code Section 6509, the Authority shall be restricted in the exercise of its powers in the same manner as the Members are restricted in their exercise of similar powers, except as otherwise specifically authorized by the JPA Law and the Bond Pooling Act.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement and any amendment hereof to be prepared and filed with the office of the Secretary of State of the State of California in the manner set forth in Section 6503.5 of the JPA Law.

## **ARTICLE III**

### **PURPOSE AND POWERS**

The purpose of creating this Authority is for the Members, through the Authority, to jointly exercise the powers set forth in both the JPA Law and the Bond Pooling Act, including, but not limited to, (i) the purchase and sale, at public or negotiated sale, certain Obligations issued by Members of the Authority or other Local Agencies, or (ii) sell, at public or negotiated sale, Obligations, or (iii) issue and sell, at public or negotiated sale, Bonds secured in whole or in part by such Obligations. Reference is hereby made to both the JPA Law and the Bond Pooling Act for a complete recital of the powers of the Authority the exercise of which is the purpose of the Authority. The Authority shall have all powers common to its Members and all powers granted by applicable law, including without limitation, the JPA Law and the Bond Pooling Act. The Authority is authorized, in its own name, to do all acts necessary to exercise such powers to fulfill the purposes of this Agreement.

Without limiting the foregoing, the Authority shall have the power to do all things allowed by the JPA Law and the Bond Pooling Act, including, but not limited to, each of the following:

- A. To assist Local Agencies to finance and refinance, through the issuance of Bonds or other instruments of indebtedness, Public Capital Improvements and Working Capital and other costs as permitted by the JPA Law and the Bond Pooling Act.
- B. Purchase Obligations upon the terms and conditions and in the manner set forth in the JPA Law and the Bond Pooling Act.
- C. Incur debts, liabilities, and obligations.
- D. Acquire, hold or dispose of real and personal property.
- E. Receive contributions and donations of property, funds, services, and other forms of assistance from any source.
- F. Sue and be sued in its own name.
- G. Employ agents and employees.
- H. Acquire, construct, manage, maintain or operate buildings, works, or improvements.
- I. Lease real and personal property (including that of a Member or Local Agency) as lessor and as lessee.
- J. Receive, collect, and disburse monies.
- K. Invest money in the treasury of the Authority in the same manner and on the same conditions as local agencies pursuant to Government Code Section 53601.
- L. Issue Bonds to pay the cost of any Public Capital Improvement, Working Capital, liability or other insurance program as set forth in the JPA Law and the Bond Pooling Act.
- M. To make and enter contracts.
- N. To enter into any Bond Purchase Contract with any Local Agency.
- O. To make secured or unsecured loans to any Local Agency in connection with the financing of capital improvement projects, working capital or insurance programs in accordance with an agreement between the Authority and the Local Agency, subject to the further provisions of the Bond Pooling Act.
- P. To make secured or unsecured loans to any Local Agency in accordance with an agreement between the Authority and the Local Agency to refinance indebtedness

incurred by the Local Agency in connection with Public Capital Improvements undertaken and completed.

- Q. Exercise all other powers necessary and proper to carry out the provisions of this Agreement.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the JPA Law.

The Authority may enter into agreements with other state agencies pursuant to the provisions of Section 11256 of the California Government Code.

#### **ARTICLE IV**

##### **PARTIES TO AGREEMENT**

Each Member represents and warrants that it intends to, and does hereby, contract with the other Member identified on the signature page hereof and any new members admitted to the Authority pursuant to Article XIV. Each Member also represents and warrants that the withdrawal or expulsion of any Member, pursuant to Article XII, shall not relieve any Member of its obligations or duties under this Agreement.

#### **ARTICLE V**

##### **GOVERNING BOARD**

Pursuant to Section 6508 of the California Government Code, the Authority shall be governed by a five-member Governing Board. All of the power and authority of the Authority shall be exercised by the Governing Board, subject, however, to the reserved right of Members with regard to approval of proposed budgets and assumption of financial obligations.

The Governing Board shall be constituted of all of the individuals who, at any given time, are the sworn members of the Board of Directors of the Discovery Bay CSD (individually a "Representative", collectively the "Representatives"). Once an individual is sworn in as a member of the governing body of the Discovery Bay CSD, said individual automatically becomes a Representative of the Authority with no affirmative action required on the part of either the Discovery Bay CSD or the Authority.

Each Representative shall have one vote.

A Representative shall be automatically removed from the Governing Board in the event that the Representative is no longer a member of the Board of Directors of the Discovery Bay CSD, with no affirmative action required on the part of either the Discovery Bay CSD or the Authority.

Representatives are not entitled to compensation. The Governing Board may authorize reimbursement of expenses incurred by Representatives.

Pursuant to Section 6508 of the California Government Code, an official elected or selected to the Governing Board of the Authority who also serves on the legislative body of any Member may act in the capacity of an official of said Member and of the Authority for purposes of providing for the execution of any Indentures, contracts, installment sale agreements, leases or other transactions between said Member and the Authority.

## ARTICLE VI

### BOARD MEETINGS AND RECORDS

A. Meetings. The regular meeting place of the Governing Board shall be at the Discovery Bay CSD Offices. The regular meeting of the Governing Board shall be held at the time and place of each regular meeting of the Board of Directors of the Discovery Bay CSD. In the event an agenda for a regular meeting of the Authority is not posted timely in accordance with the provisions of Section 54954.2 of the Government Code, such regular meeting is cancelled without any further action of the any Member, the Governing Board or any officer of the Authority. The Governing Board may hold special meetings at any time and from time to time in accordance with law. The first regular meeting shall be held on July 18, 2012 at Discovery Bay CSD Offices, Discovery Bay, California.

B. Ralph M. Brown Act. Each meeting of the Governing Board, including without limitation regular, adjourned regular, and special meetings shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950, et seq. of the California Government Code).

C. Minutes. The Authority shall have minutes of regular, adjourned regular, and special meetings kept by the Secretary. As soon as possible after each meeting, the Secretary shall forward to each Representative copies of the minutes, if requested by said Representative.

D. Quorum. A majority of the Representatives of the Governing Board is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action.

E. Joint Meetings. The Authority may hold joint meetings with any or all of the Members.

## ARTICLE VII

### OFFICERS

The Governing Board shall be presided over by a Chairperson and Vice-Chairperson who shall be the same individuals who are the President and Vice-President, respectively, of the Discovery Bay CSD at any given time. Therefore, the Chairperson and Vice-Chairperson, respectively, shall serve commensurately with the respective incumbency of the President and Vice-President of the Discovery Bay CSD; and any removal, resignation, or incapacity of the President or Vice-President of the Discovery Bay CSD shall operate as a corresponding respective removal, resignation or incapacity of the Chairperson and Vice-Chairperson, with no affirmative action required on the part of either the Discovery Bay CSD or the Authority.

The officers of the Authority shall be the Chairperson, Vice-Chairperson, Executive Director, Secretary and Treasurer (defined below).

In the absence or inability of the Chairperson to act, the Vice-Chairperson acts as Chairperson. In the event that both the Chairperson and Vice-Chairperson are unable to act, the remaining Representatives may appoint among themselves a Chairperson to act on an interim basis until such time as either the Chairperson or Vice-Chairperson is available to act. Said temporary Chairperson shall have all the powers given the Chairperson hereunder. The Chairperson shall preside at and conduct all meetings of the Governing Board.

The General Manager of the Discovery Bay CSD shall serve as the Executive Director of the Authority. The Governing Board shall appoint a Secretary and a Treasurer/Auditor of the Authority who may, but need not be, a Representative of the Governing Board or employee of one of the Members. The officers so appointed shall serve until removed by the Governing Board or until such officer resigns or is otherwise incapacitated.

The Treasurer/Auditor shall be so qualified to hold such position pursuant to Sections 6505.5 and 6505.6 of the California Government Code. The Governing Board may appoint such other officers as it considers necessary. Pursuant to Government Code Section 6505.6, the Authority shall designate an officer or employee, or officers and employees, to receive, deposit, invest, and disburse the property of the Authority pursuant to Government Code Sections 6505, 6505.1 and 6505.5. The Authority shall fix the amount of the fidelity bond to be filed by such public officer(s) and/or employee(s). Pursuant to Section 6505.6, the Treasurer/Auditor shall have all of the duties set forth in subdivisions (a) through (d), inclusive, of Section 6505.5 of the California Government Code. Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Governing Board, the Treasurer/Auditor is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Government Code.

## **ARTICLE VIII**

### **MEMBER RESPONSIBILITIES**

Each Member shall have the following responsibilities under this Agreement:

A. To consider any and all amendments to this Agreement (as set forth in Article XIX) proposed by any officer or any Representative of the Authority.

## **ARTICLE IX**

### **BUDGET**

If the Authority is going to receive and/or disburse general fund moneys, then the Governing Board shall adopt an annual budget as soon as possible for the first Fiscal Year in which said moneys are going to be received and/or disbursed, and not later than thirty days prior to the beginning of each Fiscal Year thereafter. In the event that the budget is not adopted pursuant to the preceding sentence, the Governing Board shall adopt a budget as soon thereafter as possible. The Authority shall not be required to adopt a budget if (i) the Authority holds no moneys, (ii) the Authority is acting merely as a financial conduit for any Member or for any bond issue, or (iii) the Authority is holding moneys in trust as a part of a bond issue or other type of financing.

## **ARTICLE X**

### **ANNUAL AUDIT AND REVIEW**

The Governing Board shall provide for strict accountability of all funds and report of all receipts and disbursements and shall cause an annual financial audit of the accounts and records to be made by a certified public accountant in compliance with California Government Code Sections 6505 and 6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions, and entries into the books of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under California Government Code Section 26909 and shall conform to generally accepted auditing standards. A report of each audit shall be filed as a public record with each of the Members and also with the county auditor of the county in which each of the Members are located. The report shall be filed within twelve months after the end of the Fiscal Year under examination. The Authority may replace the annual special audit with an audit covering a two-year period upon the unanimous request of the Governing Board. In the event that the only two Members are the Discovery Bay CSD and the Irrigation District, then any such audit may be combined with the audit of either the Discovery Bay CSD or the Irrigation District, so long as the affairs of the Authority is accounted for separately under such audit and such combination does not violate generally accepted auditing standards.

Notwithstanding the foregoing, the Authority shall be exempt from the requirement of an annual audit if the financial statements of the Authority are audited by the State Controller to satisfy federal audit requirements.

## **ARTICLE XI**

### **ESTABLISHMENT AND ADMINISTRATION OF FUNDS AND PROPERTY**

Funds of the Authority may be commingled for investment and administration purposes.

The Treasurer/Auditor shall draw warrants to pay demands against the Authority when the demands have been approved in writing by the Chairperson or Executive Director.

Pursuant to Section 6511 of the California Government Code, all funds or other property acquired by the Authority as a result of this Agreement shall be paid and disposed of, divided, or distributed, as the case may be, as provided in resolutions of the Governing Board.

## **ARTICLE XII**

### **WITHDRAWAL AND EXPULSION**

The Governing Board, by a vote of two-thirds of its Representatives, may expel any Member at any time for material breaches of this Agreement. Any Member may at any time withdraw from this Agreement upon 90 days' notice to the other Members.

The withdrawal or expulsion of any Member after the inception of its participation in any program authorized hereunder shall not terminate its responsibility under this Agreement or under any actions taken in connection therewith, if any.

## **ARTICLE XIII**

### **TERMINATION**

This Agreement shall continue until terminated. However, it cannot be terminated until such time as all principal of and interest on any Bonds, and all other amounts payable under the Indentures pursuant to which such Bonds have been issued, shall have been paid in full. Thereafter, this Agreement may be terminated by vote of two-thirds of the Representatives; provided, however, that this Agreement and the Authority shall continue to exist for the purposes of disposing of all claims, the distribution of assets, and any other functions necessary to conclude the affairs of the Authority.

Any surplus moneys remaining in any fund or account upon termination of this Agreement shall be distributed to each Member in proportion to the contributions made, if any. In the event that no contributions were made by any Member, said surplus moneys shall be

distributed to each Member according to a separate agreement in writing between all the Members, and if no such agreement is executed, said surplus moneys shall be distributed to each Member equally.

The Governing Board is vested with all powers of the Discovery Bay CSD and the Irrigation District for the purpose of concluding and dissolving the business affairs of the Authority.

#### **ARTICLE XIV**

##### **NEW MEMBERS**

With the approval of two-thirds of the Representatives of the Governing Board and two-thirds of the governing body of each Member of the Authority pursuant to the provisions on amendment of this Agreement set forth in Article XIX, any qualified public agency (as defined in the JPA Law) may become a party to this Agreement and a Member of the Authority. A public agency requesting membership shall apply by presenting to the Authority a resolution of the public agency approving this Agreement. The date that the applying public agency will become a Member will be determined by the Governing Board.

#### **ARTICLE XV**

##### **LIABILITY OF THE AUTHORITY**

Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, any Member, any Representative of the Governing Board and any employee of the Authority for their actions taken within the scope of their duties while acting on behalf of the Authority.

#### **ARTICLE XVI**

##### **CONTRIBUTIONS AND ADVANCES**

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the Discovery Bay CSD and the Irrigation District for any of the purposes of this Agreement. Any such advance shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the Discovery Bay CSD or the Irrigation District, as the case may be, and the Authority at the time of making such advance. It is mutually understood and agreed that, except as otherwise expressly provided in this Agreement, neither the Discovery Bay CSD nor the Irrigation District has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either party may do so. The Discovery Bay CSD and the Irrigation District may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.



## **ARTICLE XVII**

### **INDEMNIFICATION AND DEFENSE**

Each party to this Agreement shall defend, hold harmless and indemnify the other party, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses or liability arising out of, or in connection with, any acts performed under this Agreement and caused by the negligence or willful misconduct of the indemnitor, its officers, agents or employees.

## **ARTICLE XVIII**

### **NOTICES**

Notices under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail, postage prepaid, or sent by telegram, telecopier or telex, addressed to the parties as follows:

If to the Discovery Bay CSD:	Town of Discovery Bay CSD 1800 Willow Lake Road Discovery Bay, CA 94505
If to the Irrigation District:	Byron Bethany Irrigation District 7995 Bruns Road Byron, CA 94514

The above parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent. Notices of new Members shall be sufficiently given when delivered in the manner described above to the address indicated in the amendment to this Agreement adding such new Member.

## **ARTICLE XIX**

### **AMENDMENTS TO THIS AGREEMENT**

This Agreement may be amended at any time by vote of two-thirds of the governing body of each of the Members of the Authority.

## **ARTICLE XX**

### **CONFLICT OF INTEREST CODE**

The Authority, to the extent required by law, shall adopt a Conflict of Interest Code which shall be the Conflict of Interest Code of the Discovery Bay CSD.

**ARTICLE XXI**

**SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**ARTICLE XXII**

**AGREEMENT COMPLETE**

The foregoing constitutes the full and complete Agreement of the parties hereto. There are no oral understandings or agreements not set forth in writing herein.

**ARTICLE XXIII**

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

\* \* \* \* \*

[Signature Page to Follow]

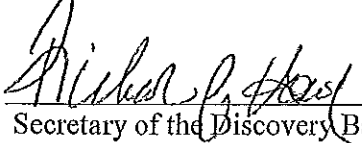
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

By: 

President

Executed before me as of the  
1<sup>st</sup> day of July, 2012.

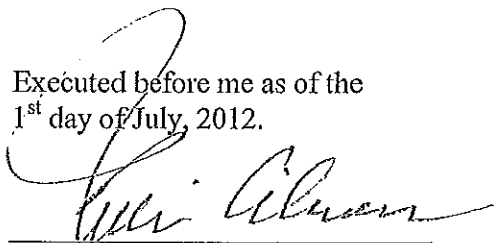
  
Secretary of the Discovery Bay CSD

**BYRON BETHANY  
IRRIGATION DISTRICT**

By: 

President

Executed before me as of the  
1<sup>st</sup> day of July, 2012.

  
Secretary of the Byron Bethany Irrigation District



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2012-15**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT  
AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF A  
JOINT EXERCISE OF POWERS AGREEMENT NECESSARY  
FOR THE CREATION OF THE BYRON BETHANY PUBLIC FINANCING AUTHORITY**

WHEREAS, the Town of Discovery Bay Community Services District (the "Discovery Bay CSD") is a community services district duly organized and validly existing under the Constitution and laws of the State of California; and

WHEREAS, the Discovery Bay CSD, upon authorization of the Board of Directors of the Discovery Bay CSD (the "Board"), may, pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "JPA Law"), enter into joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them or conferred to them by the JPA Law; and

WHEREAS, the Discovery Bay CSD and the Byron Bethany Irrigation District (the "Irrigation District") intend to enter into a joint exercise of powers agreement pursuant to the JPA Law (the "Joint Exercise of Powers Agreement") pursuant to which the Byron Bethany Public Financing Authority (the "Authority") will be created to, among other things, make loans and purchase and sell bonds of local agencies, at public or private sale as authorized by the Marks-Roos Local Bond Pooling Act of 1985 constituting Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Bond Pooling Act"); and

WHEREAS, under California law and the Joint Exercise of Powers Agreement, the Authority will be a public entity separate and apart from the parties to the Joint Exercise of Powers Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the Discovery Bay CSD or the Irrigation District or any representative of either the Discovery Bay CSD or the Irrigation District serving on the governing body of the Authority (the "Governing Board"); and

WHEREAS, this Board proposes to authorize the execution of the above-referenced Joint Exercise of Powers Agreement, in substantially the form presented to this Board; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Discovery Bay CSD is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

**SECTION 1. Declaration of Board of Directors.** This Board hereby specifically finds and declares that the actions authorized hereby constitute and are with respect to public affairs of the Discovery Bay CSD, and that the statements, findings and determinations of the Discovery Bay CSD set forth in the preambles above and of the documents approved herein are true and correct.

**SECTION 2. Joint Exercise of Powers Agreement.** The form of Joint Exercise of Powers Agreement, presented to this meeting and on file with the Secretary is hereby approved. The President, Vice-President, General Manager, and any other Discovery Bay CSD officer or official of the Discovery Bay CSD, is hereby authorized and directed to execute the final Joint Exercise of Powers Agreement, for and in the name of and on behalf of the Discovery Bay CSD, with such changes therein as such officer may require or approve, with such approval to be conclusively evidenced by the execution and delivery thereof.

**SECTION 3. Purpose of the Joint Exercise of Powers Agreement.** The purpose of the Joint Exercise of Powers Agreement and the creation of the Authority is for the Discovery Bay CSD and the Irrigation District, through the Authority, to jointly exercise the powers set forth in both the JPA Law and the Bond Pooling Act, including, but not limited to, (i) the purchase and sale, at public or negotiated sale, certain obligations issued by members of the Authority, or (ii) make loans, secured or unsecured, to

local agencies, or (iii) sell, at public or negotiated sale, obligations, or (iv) issue and sell, at public or negotiated sale, bonds secured in whole or in part by such obligations. Reference is hereby made to both the JPA Law and the Bond Pooling Act for a complete recital of the powers of the Authority the exercise of which is the purpose of the Authority. The Authority is authorized, in its own name, to do all acts necessary to exercise such powers in order to fulfill the purposes of the Joint Exercise of Powers Agreement.

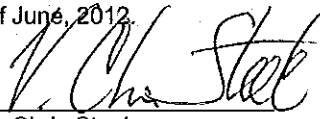
SECTION 4. Determination of Significant Public Benefits. The Discovery Bay CSD has determined and hereby declares that the creation of the Authority for the express purpose of providing a pool of funds from which the Discovery Bay CSD may draw to finance local public capital improvements offers significant public benefits in that there will be both (i) demonstrable savings in effective interest rates, bond preparation costs, bond underwriting, and other bond issuance costs by having the Authority purchase the Discovery Bay CSD's obligations rather than selling them to the public by some other means, and (ii) more efficient delivery of services to residential and commercial development within the Discovery Bay CSD.

SECTION 5. Attestation and Seal. The Secretary is hereby authorized and directed to attest the signature of the authorized signatory, and to affix and attest the seal of the Discovery Bay CSD, as may be required or appropriate in connection with the execution and delivery of the Joint Exercise of Powers Agreement.

SECTION 6. Further Actions. The President, Vice-President, General Manager, Secretary and any other Discovery Bay CSD officer or official is hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Joint Exercise of Powers Agreement. Such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

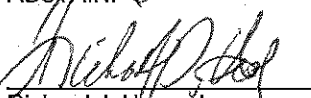
SECTION 7. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED this 20th Day of June, 2012.

  
V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on June 20, 2012, by the following vote of the Board:

AYES: 5  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0

  
Richard J. Howard  
Board Secretary

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**JOINT EXERCISE OF POWERS AGREEMENT**

**by and between the**

**BYRON BETHANY IRRIGATION DISTRICT**

**and the**

**TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT**

**creating the**

**BYRON BETHANY PUBLIC FINANCING AUTHORITY**

**Dated as of**

**July 1, 2012**

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Y-10

## JOINT EXERCISE OF POWERS AGREEMENT

**THIS AGREEMENT** is executed as of July 1, 2012 and shall become effective as of July 1, 2012, and is by and between the **BYRON BETHANY IRRIGATION DISTRICT**, a public irrigation district duly organized and validly existing under the laws of the State of California (the "Irrigation District"), and the **TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT**, a community services district duly organized and validly existing under the laws of the State of California (the "Discovery Bay CSD"), and hereafter referred to as "Members."

### RECITALS

This Agreement is predicated upon the following facts:

A. Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "JPA Law") authorizes public agencies organized and operating under the laws of the State of California to create a joint exercise of powers entity which has the power to exercise any powers common to the contracting parties and to exercise additional powers granted to it under the JPA Law.

B. The Members are public agencies organized and operating under the laws of the State of California.

C. The Irrigation District is authorized to buy, sell and lease property and to issue bonds, expend bond proceeds, and borrow and loan money for certain public purposes pursuant to the Government Code of the State of California.

D. The Discovery Bay CSD is authorized to buy, sell and lease property and to issue bonds, expend bond proceeds, and borrow and loan money for any of its corporate purposes pursuant to the provisions of the Community Services District Law of the State of California.

E. This Agreement creates a legal joint powers authority, to be known as the "Byron Bethany Public Financing Authority," which is a legal entity, separate from the parties to this Agreement, and which entity shall be responsible for the administration and implementation of this Agreement.

F. The Byron Bethany Public Financing Authority (the "Authority") is authorized under the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4, Chapter 5, Division 7, Title 1 (commencing with Section 6584) of the California Government Code, as amended (the "Bond Pooling Act") to, among other things, purchase, at public or negotiated sale, certain qualified obligations (the "Obligations") issued by Members of the Authority and other public agencies and sell, at public or negotiated sale, such Obligations or issue and sell, at public or negotiated sale, Bonds secured in whole or in part by such Obligations.

G. Each of the Members may accomplish the purposes and objectives described in this Agreement by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations.

H. All capitalized terms used herein are defined in "ARTICLE I - Definitions" hereof.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements set forth in this Agreement, the parties agree as follows:

## ARTICLE I

### DEFINITIONS

The following definitions shall apply to the provisions of this Agreement:

"Authority" shall mean the Byron Bethany Public Financing Authority created by this Agreement.

"Agreement" shall mean this Joint Exercise of Powers Agreement, as it may be amended from time to time, creating the Authority.

"Board," "Governing Board" or "Board of Directors" shall mean the governing body of the Authority.

"Bond Pooling Act" shall mean the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4, Chapter 5, Division 7, Title 1 (commencing with Section 6584) of the California Government Code, as amended from time to time.

"Bond Purchase Contract" shall mean any contractual agreement executed between the Authority and a Local Agency whereby the Authority agrees to purchase the Obligations of the Local Agency (which shall specify the maximum interest rate for the Obligations, the costs of issuance, the amount of reserve fund and procedures in case of default).

"Bonds" shall mean bonds and any other evidence of indebtedness of the Authority authorized and issued pursuant to the Act.

"Brown Act" shall mean the Ralph M. Brown Act, constituting Sections 54950 through 54963 of the California Government Code as the same may be amended and supplemented, and any successor statute.

"Chairperson" shall mean the Chairperson of the Governing Board pursuant to Article V.



"Discovery Bay CSD" shall mean the Town of Discovery Bay Community Services District, a community services district duly organized and existing under the laws of the State of California.

"Executive Director" shall mean the executive director of the Authority pursuant to Article VII.

"Fiscal Year" shall mean the period of time from the effective date of this Agreement to June 30, 2013, and thereafter every July 1 to June 30 of each following year.

"Indenture" shall mean an instrument providing for the issuance of Bonds and specifying the terms and conditions thereof and includes an indenture of trust, a trust agreement, a resolution, an order or any other instrument or proceeding.

"Irrigation District" shall mean the Byron Bethany Irrigation District.

"JPA Law" shall mean Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended.

"Local Agency" shall mean a "local agency" as defined in Section 6585(f) of the California Government Code.

"Member" shall mean any public agency (as defined in the JPA Law) which is a party to this Agreement.

"Obligation" shall mean any bond (including, but not limited to, assessment bonds, redevelopment agency bonds, government issued mortgage bonds, and industrial development bonds), note (including bond, revenue, tax or grant anticipation notes), commercial paper, lease-purchase agreement, certificate of participation, floating rate, and variable maturity securities or other evidences of indebtedness, which is purchased by the Authority from a Local Agency which is the issuer thereof at a public or negotiated sale, or which is otherwise acquired by the Authority pursuant to the Bond Pooling Act or an indenture providing for the issuance of Bonds.

"Public Capital Improvements" shall have the meaning given to such term in Section 6585(g) of the California Government Code.

"Secretary" shall mean the Secretary of the Authority.

"State" shall mean the State of California.

"Treasurer" shall mean the treasurer and auditor of the Authority, pursuant to Article VII.

"Vice-Chairperson" shall mean the Vice-Chairperson of the Governing Board pursuant to Article V.

"Working Capital" shall have the meaning given to such term in Section 6585(i) of the California Government Code.

## **ARTICLE II**

### **CREATION OF BYRON BETHANY PUBLIC FINANCING AUTHORITY**

Pursuant to the JPA Law, the parties hereto do hereby create a public entity separate and apart from the Members, to be known as the Byron Bethany Public Financing Authority, hereinafter referred to as the "Authority."

It is hereby declared that the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member; however, notwithstanding this declaration, any Member may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Authority, pursuant to California Government Code Section 6508.1. Pursuant to and to the extent required by Government Code Section 6509, the Authority shall be restricted in the exercise of its powers in the same manner as the Members are restricted in their exercise of similar powers, except as otherwise specifically authorized by the JPA Law and the Bond Pooling Act.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement and any amendment hereof to be prepared and filed with the office of the Secretary of State of the State of California in the manner set forth in Section 6503.5 of the JPA Law.

## **ARTICLE III**

### **PURPOSE AND POWERS**

The purpose of creating this Authority is for the Members, through the Authority, to jointly exercise the powers set forth in both the JPA Law and the Bond Pooling Act, including, but not limited to, (i) the purchase and sale, at public or negotiated sale, certain Obligations issued by Members of the Authority or other Local Agencies, or (ii) sell, at public or negotiated sale, Obligations, or (iii) issue and sell, at public or negotiated sale, Bonds secured in whole or in part by such Obligations. Reference is hereby made to both the JPA Law and the Bond Pooling Act for a complete recital of the powers of the Authority the exercise of which is the purpose of the Authority. The Authority shall have all powers common to its Members and all powers granted by applicable law, including without limitation, the JPA Law and the Bond Pooling Act. The Authority is authorized, in its own name, to do all acts necessary to exercise such powers to fulfill the purposes of this Agreement.

Without limiting the foregoing, the Authority shall have the power to do all things allowed by the JPA Law and the Bond Pooling Act, including, but not limited to, each of the following:

- A. To assist Local Agencies to finance and refinance, through the issuance of Bonds or other instruments of indebtedness, Public Capital Improvements and Working Capital and other costs as permitted by the JPA Law and the Bond Pooling Act.
- B. Purchase Obligations upon the terms and conditions and in the manner set forth in the JPA Law and the Bond Pooling Act.
- C. Incur debts, liabilities, and obligations.
- D. Acquire, hold or dispose of real and personal property.
- E. Receive contributions and donations of property, funds, services, and other forms of assistance from any source.
- F. Sue and be sued in its own name.
- G. Employ agents and employees.
- H. Acquire, construct, manage, maintain or operate buildings, works, or improvements.
- I. Lease real and personal property (including that of a Member or Local Agency) as lessor and as lessee.
- J. Receive, collect, and disburse monies.
- K. Invest money in the treasury of the Authority in the same manner and on the same conditions as local agencies pursuant to Government Code Section 53601.
- L. Issue Bonds to pay the cost of any Public Capital Improvement, Working Capital, liability or other insurance program as set forth in the JPA Law and the Bond Pooling Act.
- M. To make and enter contracts.
- N. To enter into any Bond Purchase Contract with any Local Agency.
- O. To make secured or unsecured loans to any Local Agency in connection with the financing of capital improvement projects, working capital or insurance programs in accordance with an agreement between the Authority and the Local Agency, subject to the further provisions of the Bond Pooling Act.
- P. To make secured or unsecured loans to any Local Agency in accordance with an agreement between the Authority and the Local Agency to refinance indebtedness

incurred by the Local Agency in connection with Public Capital Improvements undertaken and completed.

- Q. Exercise all other powers necessary and proper to carry out the provisions of this Agreement.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the JPA Law.

The Authority may enter into agreements with other state agencies pursuant to the provisions of Section 11256 of the California Government Code.

#### **ARTICLE IV**

##### **PARTIES TO AGREEMENT**

Each Member represents and warrants that it intends to, and does hereby, contract with the other Member identified on the signature page hereof and any new members admitted to the Authority pursuant to Article XIV. Each Member also represents and warrants that the withdrawal or expulsion of any Member, pursuant to Article XII, shall not relieve any Member of its obligations or duties under this Agreement.

#### **ARTICLE V**

##### **GOVERNING BOARD**

Pursuant to Section 6508 of the California Government Code, the Authority shall be governed by a five-member Governing Board. All of the power and authority of the Authority shall be exercised by the Governing Board, subject, however, to the reserved right of Members with regard to approval of proposed budgets and assumption of financial obligations.

The Governing Board shall be constituted of all of the individuals who, at any given time, are the sworn members of the Board of Directors of the Irrigation District (individually a "Representative", collectively the "Representatives"). Once an individual is sworn in as a member of the governing body of the Irrigation District, said individual automatically becomes a Representative of the Authority with no affirmative action required on the part of either the Irrigation District or the Authority.

Each Representative shall have one vote.

A Representative shall be automatically removed from the Governing Board in the event that the Representative is no longer a member of the Board of Directors of the Irrigation District, with no affirmative action required on the part of either the Irrigation District or the Authority.

Representatives are not entitled to compensation. The Governing Board may authorize reimbursement of expenses incurred by Representatives.

Pursuant to Section 6508 of the California Government Code, an official elected or selected to the Governing Board of the Authority who also serves on the legislative body of any Member may act in the capacity of an official of said Member and of the Authority for purposes of providing for the execution of any Indentures, contracts, installment sale agreements, leases or other transactions between said Member and the Authority.

## ARTICLE VI

### BOARD MEETINGS AND RECORDS

A. Meetings. The regular meeting place of the Governing Board shall be at the Irrigation District Offices. The regular meeting of the Governing Board shall be held at the time and place of each regular meeting of the Board of Directors of the Irrigation District. In the event an agenda for a regular meeting of the Authority is not posted timely in accordance with the provisions of Section 54954.2 of the Government Code, such regular meeting is cancelled without any further action of the any Member, the Governing Board or any officer of the Authority. The Governing Board may hold special meetings at any time and from time to time in accordance with law. The first regular meeting shall be held on \_\_\_\_\_, 2012 at Irrigation District Offices, Byron, California.

B. Ralph M. Brown Act. Each meeting of the Governing Board, including without limitation regular, adjourned regular, and special meetings shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950, et seq. of the California Government Code).

C. Minutes. The Authority shall have minutes of regular, adjourned regular, and special meetings kept by the Secretary. As soon as possible after each meeting, the Secretary shall forward to each Representative copies of the minutes, if requested by said Representative.

D. Quorum. A majority of the Representatives of the Governing Board is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action.

E. Joint Meetings. The Authority may hold joint meetings with any or all of the Members.

## ARTICLE VII

### OFFICERS

The Governing Board shall be presided over by a Chairperson and Vice-Chairperson who shall be the same individuals who are the President and Vice-President, respectively, of the Irrigation District at any given time. Therefore, the Chairperson and Vice-Chairperson, respectively, shall serve commensurately with the respective incumbency of the President and Vice-President of the Irrigation District; and any removal, resignation, or incapacity of the President or Vice-President of the Irrigation District shall operate as a corresponding respective removal, resignation or incapacity of the Chairperson and Vice-Chairperson, with no affirmative action required on the part of either the Irrigation District or the Authority.

The officers of the Authority shall be the Chairperson, Vice-Chairperson, Executive Director, Secretary and Treasurer (defined below).

In the absence or inability of the Chairperson to act, the Vice-Chairperson acts as Chairperson. In the event that both the Chairperson and Vice-Chairperson are unable to act, the remaining Representatives may appoint among themselves a Chairperson to act on an interim basis until such time as either the Chairperson or Vice-Chairperson is available to act. Said temporary Chairperson shall have all the powers given the Chairperson hereunder. The Chairperson shall preside at and conduct all meetings of the Governing Board.

The General Manager of the Irrigation District shall serve as the Executive Director of the Authority. The Governing Board shall appoint a Secretary and a Treasurer/Auditor of the Authority who may, but need not be, a Representative of the Governing Board or employee of one of the Members. The officers so appointed shall serve until removed by the Governing Board or until such officer resigns or is otherwise incapacitated.

The Treasurer/Auditor shall be so qualified to hold such position pursuant to Sections 6505.5 and 6505.6 of the California Government Code. The Governing Board may appoint such other officers as it considers necessary. Pursuant to Government Code Section 6505.6, the Authority shall designate an officer or employee, or officers and employees, to receive, deposit, invest, and disburse the property of the Authority pursuant to Government Code Sections 6505, 6505.1 and 6505.5. The Authority shall fix the amount of the fidelity bond to be filed by such public officer(s) and/or employee(s). Pursuant to Section 6505.6, the Treasurer/Auditor shall have all of the duties set forth in subdivisions (a) through (d), inclusive, of Section 6505.5 of the California Government Code. Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Governing Board, the Treasurer/Auditor is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Government Code.

## **ARTICLE VIII**

### **MEMBER RESPONSIBILITIES**

Each Member shall have the following responsibilities under this Agreement:

A. To consider any and all amendments to this Agreement (as set forth in Article XIX) proposed by any officer or any Representative of the Authority.

## **ARTICLE IX**

### **BUDGET**

If the Authority is going to receive and/or disburse general fund moneys, then the Governing Board shall adopt an annual budget as soon as possible for the first Fiscal Year in which said moneys are going to be received and/or disbursed, and not later than thirty days prior to the beginning of each Fiscal Year thereafter. In the event that the budget is not adopted pursuant to the preceding sentence, the Governing Board shall adopt a budget as soon thereafter as possible. The Authority shall not be required to adopt a budget if (i) the Authority holds no moneys, (ii) the Authority is acting merely as a financial conduit for any Member or for any bond issue, or (iii) the Authority is holding moneys in trust as a part of a bond issue or other type of financing.

## **ARTICLE X**

### **ANNUAL AUDIT AND REVIEW**

The Governing Board shall provide for strict accountability of all funds and report of all receipts and disbursements and shall cause an annual financial audit of the accounts and records to be made by a certified public accountant in compliance with California Government Code Sections 6505 and 6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions, and entries into the books of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under California Government Code Section 26909 and shall conform to generally accepted auditing standards. A report of each audit shall be filed as a public record with each of the Members and also with the county auditor of the county in which each of the Members are located. The report shall be filed within twelve months after the end of the Fiscal Year under examination. The Authority may replace the annual special audit with an audit covering a two-year period upon the unanimous request of the Governing Board. In the event that the only two Members are the Irrigation District and the Discovery Bay CSD, then any such audit may be combined with the audit of either the Irrigation District or the Discovery Bay CSD, so long as the affairs of the Authority is accounted for separately under such audit and such combination does not violate generally accepted auditing standards.

Notwithstanding the foregoing, the Authority shall be exempt from the requirement of an annual audit if the financial statements of the Authority are audited by the State Controller to satisfy federal audit requirements.

## **ARTICLE XI**

### **ESTABLISHMENT AND ADMINISTRATION OF FUNDS AND PROPERTY**

Funds of the Authority may be commingled for investment and administration purposes.

The Treasurer/Auditor shall draw warrants to pay demands against the Authority when the demands have been approved in writing by the Chairperson or Executive Director.

Pursuant to Section 6511 of the California Government Code, all funds or other property acquired by the Authority as a result of this Agreement shall be paid and disposed of, divided, or distributed, as the case may be, as provided in resolutions of the Governing Board.

## **ARTICLE XII**

### **WITHDRAWAL AND EXPULSION**

The Governing Board, by a vote of two-thirds of its Representatives, may expel any Member at any time for material breaches of this Agreement. Any Member may at any time withdraw from this Agreement upon 90 days' notice to the other Members.

The withdrawal or expulsion of any Member after the inception of its participation in any program authorized hereunder shall not terminate its responsibility under this Agreement or under any actions taken in connection therewith, if any.

## **ARTICLE XIII**

### **TERMINATION**

This Agreement shall continue until terminated. However, it cannot be terminated until such time as all principal of and interest on any Bonds, and all other amounts payable under the Indentures pursuant to which such Bonds have been issued, shall have been paid in full. Thereafter, this Agreement may be terminated by vote of two-thirds of the Representatives; provided, however, that this Agreement and the Authority shall continue to exist for the purposes of disposing of all claims, the distribution of assets, and any other functions necessary to conclude the affairs of the Authority.

Any surplus moneys remaining in any fund or account upon termination of this Agreement shall be distributed to each Member in proportion to the contributions made, if any. In the event that no contributions were made by any Member, said surplus moneys shall be



distributed to each Member according to a separate agreement in writing between all the Members, and if no such agreement is executed, said surplus moneys shall be distributed to each Member equally.

The Governing Board is vested with all powers of the Irrigation District and the Discovery Bay CSD for the purpose of concluding and dissolving the business affairs of the Authority.

#### **ARTICLE XIV**

##### **NEW MEMBERS**

With the approval of two-thirds of the Representatives of the Governing Board and two-thirds of the governing body of each Member of the Authority pursuant to the provisions on amendment of this Agreement set forth in Article XIX, any qualified public agency (as defined in the JPA Law) may become a party to this Agreement and a Member of the Authority. A public agency requesting membership shall apply by presenting to the Authority a resolution of the public agency approving this Agreement. The date that the applying public agency will become a Member will be determined by the Governing Board.

#### **ARTICLE XV**

##### **LIABILITY OF THE AUTHORITY**

Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, any Member, any Representative of the Governing Board and any employee of the Authority for their actions taken within the scope of their duties while acting on behalf of the Authority.

#### **ARTICLE XVI**

##### **CONTRIBUTIONS AND ADVANCES**

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the Irrigation District and the Discovery Bay CSD for any of the purposes of this Agreement. Any such advance shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the Irrigation District or the Discovery Bay CSD, as the case may be, and the Authority at the time of making such advance. It is mutually understood and agreed that, except as otherwise expressly provided in this Agreement, neither the Irrigation District nor the Discovery Bay CSD has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either party may do so. The Irrigation District and the Discovery Bay CSD may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

## **ARTICLE XVII**

### **INDEMNIFICATION AND DEFENSE**

Each party to this Agreement shall defend, hold harmless and indemnify the other party, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses or liability arising out of, or in connection with, any acts performed under this Agreement and caused by the negligence or willful misconduct of the indemnitor, its officers, agents or employees.

## **ARTICLE XVIII**

### **NOTICES**

Notices under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail, postage prepaid, or sent by telegram, telecopier or telex, addressed to the parties as follows:

If to the Irrigation District:	Byron Bethany Irrigation District 7995 Bruns Road Byron, CA 94514
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If to the Discovery Bay CSD:	Town of Discovery Bay CSD 1800 Willow Lake Road Discovery Bay, CA 94505
------------------------------	---

The above parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent. Notices of new Members shall be sufficiently given when delivered in the manner described above to the address indicated in the amendment to this Agreement adding such new Member.

## **ARTICLE XIX**

### **AMENDMENTS TO THIS AGREEMENT**

This Agreement may be amended at any time by vote of two-thirds of the governing body of each of the Members of the Authority.

## **ARTICLE XX**

### **CONFLICT OF INTEREST CODE**

The Authority, to the extent required by law, shall adopt a Conflict of Interest Code which shall be the Conflict of Interest Code of the Irrigation District.

**ARTICLE XXI**

**SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**ARTICLE XXII**

**AGREEMENT COMPLETE**

The foregoing constitutes the full and complete Agreement of the parties hereto. There are no oral understandings or agreements not set forth in writing herein.

**ARTICLE XXIII**

**GOVERNING LAW**

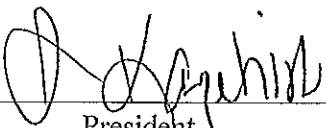
This Agreement shall be governed by and construed in accordance with the laws of the State of California.

\*\*\*\*\*

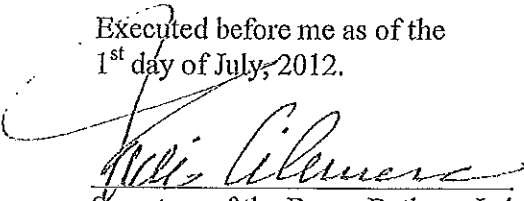
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

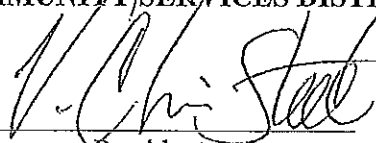
**BYRON BETHANY  
IRRIGATION DISTRICT**

By:   
President

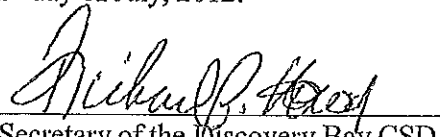
Executed before me as of the  
1<sup>st</sup> day of July, 2012.

  
Secretary of the Byron Bethany Irrigation District

**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

By:   
President

Executed before me as of the  
1<sup>st</sup> day of July, 2012.

  
Secretary of the Discovery Bay CSD



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION NO. 2012-16**

**RESOLUTION OF INTENTION OF THE BOARD OF DIRECTORS OF THE  
TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT (CSD)  
TO LEVY AND COLLECT AN ANNUAL ASSESSMENT  
FOR THE RAVENSWOOD IMPROVEMENT DISTRICT – DB L&L ZONE #9  
FOR THE FISCAL YEAR 2012-2013**

WHEREAS, the Board of Directors of the Town of Discovery Bay Community Services District (CSD), pursuant to a development agreement with the developer of that subdivision known as Ravenswood formed a landscaping, park, lighting and open space district, for the purpose of providing for the operation and maintenance of landscaping, park, lighting and open space installed in said subdivision by developer; and

WHEREAS, said subdivision is generally located along Blake Court, Coleridge Way, Wilde Drive, Shakespeare Court, Slifer Court and Seuss Court, and

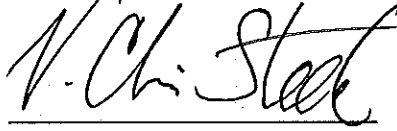
WHEREAS, the Board of Directors now desires to declare its intention to levy an annual assessment within such district.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Town of Discovery Bay CSD as follows:

1. The Board of Directors of the Town of Discovery Bay CSD, in an effort to deter crime, provide traffic safety, aid law enforcement, and provide a better neighborhood environment has formed an assessment district pursuant to California Streets & Highway Code, Division 15, Part 2, sections 22500 and following, and to levy and collect assessments there under, pursuant to Resolution 2005-03.
2. The improvements, the operation and maintenance of which are intended to be funded by the assessments levied by the proposed assessment district, include all expenses associated with the maintenance and operation of non-privately owned landscaping, park, lighting and open space in the subdivision known as Ravenswood.
3. The assessment district consists of that property generally described as Subdivision 8710-Ravenswood being a subdivision of a portion of the Northwest quarter of Section 26, Township 1 North, Range 3 East, Mount Diablo Meridian as recorded in Book 458 of Maps, Pages 1-15, Contra Costa County Records.
4. The designation for the assessment district is "Ravenswood Improvement District" –DB L&L Zone #9.
5. HERWIT Engineers have prepared and filed with the Secretary of the Board of Directors a report detailing the full and detailed designation of the improvements, and the boundaries of, and the proposed assessments upon assessable lots and parcels of land within, the Ravenswood Improvement District, and the Board of Directors hereby adopts and approves said report.

6. A hearing by the Board of Directors on the question of levy of annual assessments of the Ravenswood Improvement District -DB L&L Zone #9 for the fiscal year 2012-2013 year will be held at 7:00 p.m., on August 1, 2012, at 1800 Willow Lake Road, Discovery Bay, CA 94505.

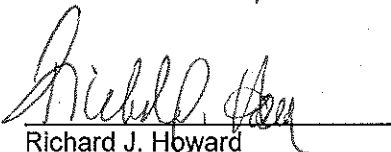
PASSED, APPROVED AND ADOPTED THIS 18<sup>th</sup> DAY OF JULY 2012



V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on July 18, 2012, by the following vote of the Board:

AYES: 5  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0

  
Richard J. Howard  
Board Secretary



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION NO. 2012-17**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT  
AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$17,000,000.00  
PRINCIPAL AMOUNT OF SERIES 2012 ENTERPRISE REVENUE BONDS;  
APPROVING THE FORMS OF AND AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY  
OF CONVEYANCE AGREEMENTS, INSTALLMENT SALE AGREEMENTS, PURCHASE CONTRACT  
AND CONTINUING DISCLOSURE CERTIFICATE; APPROVING THE FORM OF THE OFFICIAL STATEMENT  
AND THE DISTRIBUTION THEREOF; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO**

**WHEREAS**, the Town of Discovery Bay Community Services District (the "District") and the Byron Bethany Irrigation District (the "Irrigation District") have heretofore entered into a Joint Exercise of Powers Agreement, dated as of July 1, 2012, establishing the Discovery Bay Public Financing Authority (the "Authority") for the purpose of, among other things, providing financing alternatives for public capital improvements within the District; and

**WHEREAS**, the Authority was formed pursuant to the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), and is authorized pursuant to Article 4 of the Act (the "Bond Law") to borrow money for the purpose of, among other things, making loans, buying securities, purchasing facilities, and providing for lease and installment sale arrangements to assist the District to further its public purposes; and

**WHEREAS**, the District desires to finance the acquisition and construction of (i) certain additions, betterments, extensions and improvements to the District's water system (the "Water Project"), and (ii) certain additions, betterments, extensions and improvements to the District's wastewater system (the "Wastewater Project," and collectively with the Water Project, the "Projects"); and

**WHEREAS**, in order to finance the cost of the acquisition and construction of the Projects (the "Financing"), the District, after due investigation and deliberation, has determined that it is in the public interests of the District at this time to provide for the issuance of approximately \$17,000,000.00 aggregate principal amount of its Discovery Bay Public Financing Authority, Series 2012 Enterprise Revenue Bonds (the "Bonds"); and

**WHEREAS**, for the purpose of providing for the Financing, the District proposes to (i) convey its Water Project to the Authority pursuant to a Water Project Conveyance Agreement (the "Water Conveyance Agreement"), dated as of August 1, 2012, by and between the Authority and the District, and (ii) convey its Wastewater Project to the Authority pursuant to a Wastewater Project Conveyance Agreement (the "Wastewater Conveyance Agreement," and together with the Water Conveyance Agreement, the "Conveyance Agreements"), dated as of August 1, 2012, by and between the Authority and the District; and

**WHEREAS**, for the purpose of providing for the Financing, the Authority has proposed to (i) sell the Water Project back to the District pursuant to a Water Project Installment Sale Agreement (the "Water Installment Sale Agreement"), dated as of August 1, 2012, by and between the Authority and the District, pursuant to which the District will make installment payments from its water enterprise operations, sufficient in amount to pay a certain allocable share of the debt service on the Bonds, and (ii) sell the Wastewater Project back to the District pursuant to a Wastewater Project Installment Sale Agreement (the "Wastewater Installment Sale Agreement," and together with the Water Installment Sale Agreement, the "Installment Sale Agreements"), dated as of August 1, 2012, by and between the Authority and the District, pursuant to which the District will make installment payments from its wastewater enterprise operations, sufficient in amount to pay a certain allocable share of the debt service on the Bonds; and

**WHEREAS**, there has been submitted to this Board a form of preliminary Official Statement (the "Preliminary Official Statement") in connection with the marketing of the Bonds, and this Board, with the aid of its staff, has reviewed the Preliminary Official Statement to assure proper disclosure of all material facts relating to the Bonds that are in the personal knowledge of the Board Members and the District staff; and

**WHEREAS**, the District desires to approve the sale of the Bonds by the Authority to Kinsell, Newcomb & De Dios, Inc. (the "Underwriter"), all on the terms and conditions herein set forth and as provided in the form of a Bond Purchase Contract (the "Purchase Contract") presented at this meeting and on file with the Secretary; and

**WHEREAS**, there has been prepared and filed with the Secretary a proposed form of Continuing Disclosure Certificate (the "Continuing Disclosure Certificate") in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5), and this Board hereby finds and determines that it is in the public interest and for the public benefit that the form of Continuing Disclosure Certificate be approved and that certain policy and procedure be established therefore; and

**WHEREAS**, the Board of Directors, with the aid of its staff, has reviewed the Water Conveyance Agreement, the Wastewater Conveyance Agreement, the Water Installment Sale Agreement, Wastewater Installment Sale Agreement, the Purchase Contract, the Preliminary Official Statement and the Continuing Disclosure Certificate, the forms of which are on file with the Secretary, and the Board wishes at this time to approve the foregoing documents (collectively, the "Bond Documents") in the public interests of the District; and

**WHEREAS**, the Board wishes at this time to ratify and authorize all proceedings relating to the issuance of the Bonds and the execution and delivery of all agreements and documents relating thereto; and

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Recitals and Findings.** The Board hereby specifically finds and declares that each of the statements, findings and determinations of the District set forth in the recitals set forth above and in the preambles of the documents approved herein are true and correct and that the Financing will result in significant public benefits for the residents of the District of the type described in Government Code Section 6586. The issuance of the Bonds by the Authority is hereby authorized and approved by this Board, and this Board does hereby consent to the application of the proceeds of the Bonds for the purposes contemplated by the District and the Authority, as provided for in the Bond Documents.

**Section 2. Authorized Representatives.** The President, Vice-President, General Manager, Finance Manager, Secretary, and any other person authorized by the Board to act on behalf of the District shall each be an "Authorized Representative" of the District for the purposes of structuring and providing for the issuance of the Bonds, and are hereby authorized, jointly and severally, for and in the name of and on behalf of the District, to execute and deliver any and all documents and certificates that may be required to be executed in connection with the sale of the Bonds (including any documents necessary in connection with bond insurance or other credit enhancement for the bonds or the investment of proceeds of the Bonds), and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Board of Directors has approved in this Resolution.

**Section 3. Approval of Water Conveyance Agreement.** The Board hereby authorizes and approves the conveyance of the Water Project by the District to the Authority pursuant to the Water Conveyance Agreement. The Board hereby approves the Water Conveyance Agreement in substantially the form on file with the Secretary together with any additions thereto or changes therein (including, but not limited to, the final amount of the conveyance price for the Water Project) deemed necessary or advisable by an Authorized Representative of the District. Any Authorized Representative of the District is hereby authorized and directed to execute, and the Secretary is hereby authorized and directed to attest and affix the seal of the District to, the final form of the Water Conveyance Agreement for and in the name and on behalf of the District and the execution thereof shall be conclusive evidence of the Board's approval of any such additions and changes. The Board hereby authorizes the delivery and performance of the Water Conveyance Agreement.

**Section 4. Approval of Wastewater Conveyance Agreement.** The Board hereby authorizes and approves the conveyance of the Wastewater Project by the District to the Authority pursuant to the Wastewater Conveyance Agreement. The Board hereby approves the Wastewater Conveyance Agreement in substantially the form on file with the Secretary together with any additions thereto or changes therein (including, but not limited to, the final amount of the conveyance price for the Wastewater Project) deemed necessary or advisable by an Authorized Representative of the District. Any Authorized Representative of the District is hereby authorized and directed to execute, and the Secretary is hereby authorized and directed to attest and affix the seal of the District to, the final form of the Wastewater Conveyance Agreement for and in the name and on behalf of the District and the execution thereof shall be conclusive evidence of the Board's approval of any such additions and changes. The Board hereby authorizes the delivery and performance of the Wastewater Conveyance Agreement.



**Section 5. Approval of Water Installment Sale Agreement.** The Board hereby authorizes and approves the purchase of the Water Project back from the Authority pursuant to the Water Installment Sale Agreement. The Board hereby approves the Water Installment Sale Agreement in substantially the form on file with the Secretary together with any additions thereto or changes therein (including, but not limited to, the final amount of the conveyance price for the Water Project and the final installment payment schedule) deemed necessary or advisable by an Authorized Representative of the District. Any Authorized Representative of the District is hereby authorized and directed to execute, and the Secretary is hereby authorized and directed to attest and affix the seal of the District to, the final form of the Water Installment Sale Agreement for and in the name and on behalf of the District and the execution thereof shall be conclusive evidence of the Board's approval of any such additions and changes. The Board hereby authorizes the delivery and performance of the Water Installment Sale Agreement.

**Section 6. Approval of Wastewater Installment Sale Agreement.** The Board hereby authorizes and approves the purchase of the Wastewater Project back from the Authority pursuant to the Wastewater Installment Sale Agreement. The Board hereby approves the Wastewater Installment Sale Agreement in substantially the form on file with the Secretary together with any additions thereto or changes therein (including, but not limited to, the final amount of the conveyance price for the Wastewater Project and the final installment payment schedule) deemed necessary or advisable by an Authorized Representative of the District. Any Authorized Representative of the District is hereby authorized and directed to execute, and the Secretary is hereby authorized and directed to attest and affix the seal of the District to, the final form of the Wastewater Installment Sale Agreement for and in the name and on behalf of the District and the execution thereof shall be conclusive evidence of the Board's approval of any such additions and changes. The Board hereby authorizes the delivery and performance of the Wastewater Installment Sale Agreement.

**Section 7. Approval of Preliminary Official Statement.** The form of the Preliminary Official Statement relating to the Bonds (the "Preliminary Official Statement"), on file with the Secretary, is approved for distribution by the Underwriter to municipal bond broker-dealers, to banking institutions and to members of the general public who may be interested in purchasing the Bonds. The President, Vice-President or General Manager is authorized to approve changes in the Preliminary Official Statement, from time to time, pending such distribution as shall be required to cause the Preliminary Official Statement to contain any further information necessary to accurately describe the Bonds, the Bond Documents, the Projects, the Utility Systems, the District and the Authority. With respect to the distribution of the Preliminary Official Statement, the President, Vice-President or General Manager is authorized and directed, on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule").

**Section 8. Approval of Official Statement.** The Official Statement, which shall include such changes and additions thereto deemed advisable by the President, Vice-President or General Manager and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and the President, Vice-President or General Manager or a written designee, is authorized and directed to execute the Official Statement for and on behalf of the District and the President, Vice-President or General Manager is authorized and directed to deliver to the Underwriter (i) a certificate with respect to the information set forth therein, and (ii) the Continuing Disclosure Certificate substantially in the form approved at this meeting and appended to the Official Statement.

**Section 9. Sale of Bonds.** The Board hereby authorizes and confirms the sale of the Bonds by the Authority to the Underwriter pursuant to and in accordance with the Purchase Contract in substantially the form on file with the Secretary, together with any changes deemed necessary or advisable by an Authorized Representative of the District. Any Authorized Representative of the District is hereby authorized and directed to execute the final form of the Purchase Contract for and in the name and on behalf of the District, and the execution thereof shall be conclusive evidence of the Board's approval of any such additions and changes. The Board hereby authorizes the delivery and performance of the Purchase Contract.

**Section 10. Continuing Disclosure Certificate.** The Board hereby approves the Continuing Disclosure Certificate relating to the Bonds, in substantially the form on file with the Secretary, with such revisions, amendments and completions as shall be approved by an Authorized Representative of the District with such approval to be conclusively evidenced by the execution and delivery thereof by an Authorized Representative.

**Section 11. Consultants.** The District, for the purposes set forth herein, confirms the appointment of the investment banking firm of Kinsell, Newcomb & De Dios, Inc. as the Underwriter for the Bonds, The Weist Law Firm, as Bond Counsel and Disclosure Counsel for the Bonds, and the Trustee (To be determined) as the Trustee for the Bonds.

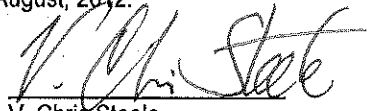
**Section 12. Official Action.** All actions heretofore taken by the officers and agents of the District with respect to the issuance of the Bonds are hereby approved, confirmed and ratified. The President, Vice-President or General Manager, Finance Manager, District Counsel, Secretary and any and all other officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, including requisitions for the payment of costs of issuance of the Bonds, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the sale, issuance and delivery of the Bonds to the Underwriter in accordance with the Bond Documents approved herein. Whenever in this Resolution any officer of the

District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated and confirmed in a closing certificate by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

**Section 13. Certification.** The Secretary shall certify the adoption of this resolution. Notwithstanding the foregoing, such certification and any of the other duties and responsibilities assigned to the Secretary pursuant to this resolution may be performed by an Assistant Secretary with the same force and effect as if performed by the Secretary hereunder.

**Section 14. Effective Date.** This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 1st Day of August, 2012.

  
V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on August 1, 2012, by the following vote of the Board:

AYES: 5  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0

  
Richard J. Howard  
Board Secretary



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2012-18**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT  
CONFIRMING THE REPORT AND ORDERING THE LEVY AND COLLECTION OF  
CHARGES FOR THE ANNUAL ASSESSMENTS FOR RAVENSWOOD IMPROVEMENT DISTRICT  
ASSESSMENTS WITHIN THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT  
FOR THE FISCAL YEAR 2012-2013**

WHEREAS, all property owners in Ravenswood approved the formation of a landscaping, parks, lighting and open space assessment district pursuant to California Streets and Highways Code sections 22500 and following; and

WHEREAS, the formation of such district, and the levy of assessment on the real property therein was approved by the landowners in such district in accordance with California Constitution Article XIID (Proposition 218);

WHEREAS, the proposed assessments for the 2012-2013 fiscal year are within the limits approved by the landowners in accordance with Proposition 218;

WHEREAS, the assessments against the real property in each assessment area are not levied with regard to property values and these assessments are for the purpose of paying for the operation and maintenance of landscaping, parks, lighting and open space installed in such district; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT AS FOLLOWS:

1. The above recitals are true and correct.
2. The report, diagram and assessment set forth in that report ("Report") prepared by HERWIT Engineers for the Ravenswood Improvement for fiscal year 2012-2013 is adopted and confirmed.
3. The assessment specified in the Report for the Ravenswood District, for fiscal year 2012-2013 is hereby imposed on the real property within such district for fiscal year 2012-2013.
4. The Board of Directors of the Town of Discovery Bay Community Services District orders the levy and collection of such assessments in accordance with California Streets and Highway Code sections 22645 and 22646.
5. The Secretary of the Board of Directors is authorized and directed to file the diagram and assessments, and any other necessary documents, with the Auditor-Controller of Contra Costa County in accordance with California Streets and Highway Code section 22641.

6. The President of the Board of Directors or the General Manager is authorized and directed to execute any documents necessary to carry out the intent of this Resolution.
7. The Secretary of the Board of Directors is authorized and directed to file a Notice of Exemption pursuant to Public Resources Code section 21080 (b)(8) and Title 14 California Code of Regulations section 15062.

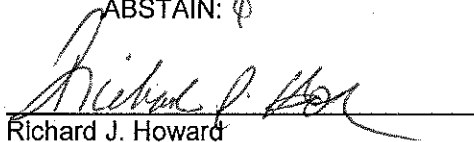
PASSED, APPROVED AND ADOPTED THIS 1<sup>st</sup> DAY OF AUGUST, 2012.



V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on August 1, 2012, by the following vote of the Board:

AYES: 5  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0



Richard J. Howard  
Board Secretary



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2012-19**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT  
ESTABLISHED CHARGES FOR WATER AND WASTEWATER SERVICE  
AND CONTINUING COLLECTION OF WATER AND WASTEWATER  
SERVICE CHARGES ON THE COUNTY ROLL**

WHEREAS, the Board of Directors of the Town of Discovery Bay Community Services District ("Board") has caused to be prepared a report entitled: "Water and Wastewater Rate Study – Fiscal Years 2011/12 & 2012/13" by Hornberger Engineering of Campbell (called the "Report"); and

WHEREAS, the Report was prepared and covered a two year period commencing on July 1, 2011 and ending on June 30, 2013; and

WHEREAS, the Board has adopted the Report on June 1, 2011; and

WHEREAS, the Board has determined that it is necessary to increase the water and wastewater service charges for metered users; and

WHEREAS, the Board has determined that it is necessary to increase the water and wastewater service charges for non-metered residential users and to collect such charges on the County tax rolls; and

WHEREAS, the Board adopted Resolution No. 2011-13 on August 3, 2011 establishing charges for water and wastewater service for a two-year period beginning on July 1, 2011 and ending on June 30, 2013; and

WHEREAS, the Board has determined that it is necessary to accept and continue in effect those charges for water and sewer services established by Contra Costa County Sanitation District 19 pursuant to its Ordinance No. 18, and accepted and continued by Town of Discovery Bay Community Services District Ordinance No. 1, including collection of those charges on the County tax rolls, for those users within the Town of Discovery Bay CSD which are not metered or are not non-metered residential users; and

WHEREAS, the Board finds and declares that the Town of Discovery Bay Community Services District has prepared a report of all parcels in the district receiving water and wastewater services, and the amount of the charge for each parcel for the year; and that written notice of said report was mailed to each person to whom any parcel of real estate described in such report is assessed; and that the Town of Discovery Bay Community Services District has held a public hearing pursuant to Government Code section 61115; and


WHEREAS, the Board finds and declares that the Town of Discovery Bay Community Services District has complied with the requirements of California Constitution Article XIII D, Section 6 (Proposition 218), and that no majority protest was received;

NOW THEREFORE BE IT RESOLVED the Board of Directors of the Town of Discovery Bay Community Services District as follows:

1. The above recitals are true and correct, and are incorporated as part of this Resolution.
2. For Fiscal Year 2012/2013 the water and wastewater rates are established as set forth in Table 1 and Table 2, attached hereto as Exhibit A.
3. The General Manager shall have the authority, in the event of a parcel having large irrigated areas, to reduce the sewer use component of the above rates to recognize that water for irrigation does not enter the wastewater system.

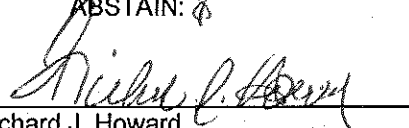
4. The rates for water and wastewater service for all parcels which are non-metered and are not included in the categories set forth in Exhibit A of this Resolution are continued at the level established by Contra Costa County Sanitation District 19 pursuant to its Ordinance No. 18, and accepted and continued by the Town of Discovery Bay Community Services District Ordinance No. 1.
5. The Board finds and declares that the annual charge for non-metered water and wastewater services shall be collected on the Contra Costa County tax roll as set forth in Government Code §§ 61115 and following, and the Secretary of the Town of Discovery Bay Community Services District is authorized and directed to file the report of such charges, and all other documents necessary, with the Auditor-Controller of Contra Costa County.
6. For fiscal year 2013/2014 and thereafter the rates set forth in this Resolution shall be changed each year as inflation rises or falls and the cost of labor to read metered water meters increases or decreases. This change shall be based on the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose, CA area. This percentage shall increase or decrease each fiscal year by using the CPI for the two (2) previous years.
7. The Board finds and declares that the adoption of this Resolution and the rates established herein is exempt from the requirements of the California Environmental Quality Act pursuant to Title 14, California Code of Regulations § 15273(a), and specifically adopts and incorporates herein as part of the record and as findings those sections of the Report which discuss the need for revenue, including the projected total operating expenses, the capital projects and the improvements required, and specifically finds and declares that the charges established herein are for the purposes specified in Title 14, California Code of Regulations, § 15273(a)(1) through 15273(a)(4).
8. The Secretary of the Town of Discovery Bay Community Services District is authorized and directed to file a Notice of Exemption pursuant to Title 14, California Code of Regulations, §15062.

PASSED, APPROVED AND ADOPTED THIS 1st DAY OF AUGUST, 2012.

  
V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on August 1, 2012, by the following vote of the Board:

AYES: 5  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0

  
Richard J. Howard  
Board Secretary

# Exhibit A

## Town of Discovery Bay CSD 2011/12 - 2012/13 Water & Wastewater Rates

Approved at 8.1.12 Board Meeting

Table 1 - WATER	Adopted FY 2011/12		Approved FY 2012/13	
Residential Unmetered	Monthly (\$/month/DU)	Yearly (\$/year/DU)	Monthly (\$/month/DU)	Yearly (\$/year/DU)
Parcel Size (Square Feet/DU)				
Multiple Family - No Irrigation	\$15.05	\$180.60	\$19.37	\$232.44
Under 5,000	\$23.11	\$277.32	\$29.58	\$354.96
5,000 - 10,000	\$29.29	\$351.48	\$37.41	\$448.92
10,001 - 15,000	\$35.47	\$425.64	\$45.24	\$542.88
Over 15,000,	\$35.47	\$425.64	\$45.24	\$542.88
Plus Each Additional 1,000	\$2.06	\$24.72	\$2.61	\$31.32
<b>WATER All Metered</b>	<b>Monthly (\$/month)</b>	<b>Use (\$/ccf)</b>	<b>Monthly (\$/month)</b>	<b>Use (\$/ccf)</b>
Nonirrigation Account Charge:				
5/8" Inch Meter	\$6.90		\$8.66	
1 Inch Meter	\$7.19		\$8.99	
1 1/2 Inch Meter	\$7.49		\$9.32	
2 Inch Meter	\$8.31		\$10.22	
3 Inch Meter	\$14.31		\$16.85	
4 Inch Meter	\$16.54		\$19.30	
6 Inch Meter	\$21.73		\$25.03	
Irrigation Account Charge:				
5/8" Inch Meter	\$2.33		\$2.57	
1 Inch Meter	\$2.62		\$2.90	
1 1/2 Inch Meter	\$2.92		\$3.22	
2 Inch Meter	\$3.74		\$4.12	
3 Inch Meter	\$9.74		\$10.75	
4 Inch Meter	\$11.97		\$13.21	
6 Inch Meter	\$17.16		\$18.94	
Metered Usage Charge:				
All Usage		\$1.075		\$1.361
<b>Table 2 - WASTEWATER</b>	<b>Existing FY 2011/12</b>		<b>Approved FY 2012/13</b>	
Residential Unmetered	Monthly (\$/month)	Yearly (\$/year)	Monthly (\$/month)	Yearly (\$/year)
Single Family - Each DU	\$50.39	\$604.68	\$55.77	\$669.24
Multiple Family/Condos - Each DU	\$37.79	\$453.48	\$41.83	\$501.96
Nonresidential Metered	Use (\$/ccf)		Use (\$/ccf)	
Business/Government/Clubs	\$3.499		\$3.873	
Restaurants/Bars/Dining Facilities	\$10.248		\$11.343	
Schools	\$3.150		\$3.486	
Other Domestic Strength Users	\$3.499		\$3.873	

DU = Dwelling Unit

ccf = 100 cubic feet = 748 gallons

The charges above are based on the "Water & Wastewater Rate Study" prepared by Hornberger Engineering for the District

Water and wastewater rates comply with Proposition 218 and the wastewater rates also comply with the Revenue Program Guidelines of the State Water Resources Control Board.



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2012-20**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT  
MEMORIALIZING CHARGES FOR WATER AND WASTEWATER SERVICE FOR FISCAL YEAR 2012-13**

WHEREAS, the Board of Directors of the Town of Discovery Bay Community Services District ("Board") Adopted Resolution No. 2011-13 on August 3, 2011 establishing charges for water and wastewater service for a two-year (2) period beginning July 1, 2011 and ending June 30, 2013; and

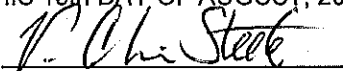
WHEREAS, on August 1, 2012 the Board adopted Resolution 2012-19 maintaining the adopted rates pursuant to Resolution No. 2011-13 for Wastewater Services; and

WHEREAS, on August 1, 2012 the Board adopted Resolution 2012-19 reducing by 5% the adopted rates for FY 2012-13 pursuant to Resolution No. 2011-13 for Water Services.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

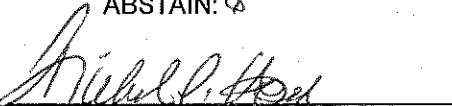
1. The above recitals are true and correct, and are incorporated as part of this Resolution.
2. For Fiscal Year 2012/2013 the water and wastewater rates are established as set forth in Resolution No. 2012-19, attached hereto as Exhibit A.

PASSED, APPROVED AND ADOPTED THIS 15th DAY OF AUGUST, 2012.

  
V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on August 15, 2012, by the following vote of the Board:

AYES: 5  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0

  
Richard J. Howard  
Board Secretary





**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2012-19**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT  
ESTABLISHED CHARGES FOR WATER AND WASTEWATER SERVICE  
AND CONTINUING COLLECTION OF WATER AND WASTEWATER  
SERVICE CHARGES ON THE COUNTY ROLL**

WHEREAS, the Board of Directors of the Town of Discovery Bay Community Services District ("Board") has caused to be prepared a report entitled "Water and Wastewater Rate Study – Fiscal Years 2011/12 & 2012/13" by Hornberger Engineering of Campbell (called the "Report"); and

WHEREAS, the Report was prepared and covered a two year period commencing on July 1, 2011 and ending on June 30, 2013; and

WHEREAS, the Board has adopted the Report on June 1, 2011; and

WHEREAS, the Board has determined that it is necessary to increase the water and wastewater service charges for metered users; and

WHEREAS, the Board has determined that it is necessary to increase the water and wastewater service charges for non-metered residential users and to collect such charges on the County tax rolls; and

WHEREAS, the Board adopted Resolution No. 2011-13 on August 3, 2011 establishing charges for water and wastewater service for a two-year period beginning on July 1, 2011 and ending on June 30, 2013; and

WHEREAS, the Board has determined that it is necessary to accept and continue in effect those charges for water and sewer services established by Contra Costa County Sanitation District 19 pursuant to its Ordinance No. 18, and accepted and continued by Town of Discovery Bay Community Services District Ordinance No. 1, including collection of those charges on the County tax rolls, for those users within the Town of Discovery Bay CSD which are not metered or are not non-metered residential users; and

WHEREAS, the Board finds and declares that the Town of Discovery Bay Community Services District has prepared a report of all parcels in the district receiving water and wastewater services, and the amount of the charge for each parcel for the year; and that written notice of said report was mailed to each person to whom any parcel of real estate described in such report is assessed; and that the Town of Discovery Bay Community Services District has held a public hearing pursuant to Government Code section 61115; and

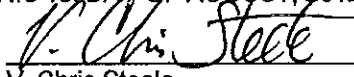
WHEREAS, the Board finds and declares that the Town of Discovery Bay Community Services District has complied with the requirements of California Constitution Article XIID, Section 6 (Proposition 218), and that no majority protest was received;

NOW THEREFORE BE IT RESOLVED the Board of Directors of the Town of Discovery Bay Community Services District as follows:

1. The above recitals are true and correct, and are incorporated as part of this Resolution.
2. For Fiscal Year 2012/2013 the water and wastewater rates are established as set forth in Table 1 and Table 2, attached hereto as Exhibit A.
3. The General Manager shall have the authority, in the event of a parcel having large irrigated areas, to reduce the sewer use component of the above rates to recognize that water for irrigation does not enter the wastewater system.

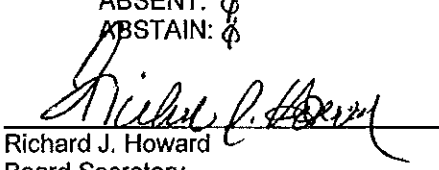
4. The rates for water and wastewater service for all parcels which are non-metered and are not included in the categories set forth in Exhibit A of this Resolution are continued at the level established by Contra Costa County Sanitation District 19 pursuant to its Ordinance No. 18, and accepted and continued by the Town of Discovery Bay Community Services District Ordinance No. 1.
5. The Board finds and declares that the annual charge for non-metered water and wastewater services shall be collected on the Contra Costa County tax roll as set forth in Government Code §§ 61115 and following, and the Secretary of the Town of Discovery Bay Community Services District is authorized and directed to file the report of such charges, and all other documents necessary, with the Auditor-Controller of Contra Costa County.
6. For fiscal year 2013/2014 and thereafter the rates set forth in this Resolution shall be changed each year as inflation rises or falls and the cost of labor to read metered water meters increases or decreases. This change shall be based on the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose, CA area. This percentage shall increase or decrease each fiscal year by using the CPI for the two (2) previous years.
7. The Board finds and declares that the adoption of this Resolution and the rates established herein is exempt from the requirements of the California Environmental Quality Act pursuant to Title 14, California Code of Regulations § 15273(a), and specifically adopts and incorporates herein as part of the record and as findings those sections of the Report which discuss the need for revenue, including the projected total operating expenses, the capital projects and the improvements required, and specifically finds and declares that the charges established herein are for the purposes specified in Title 14, California Code of Regulations, § 15273(a)(1) through 15273(a)(4).
8. The Secretary of the Town of Discovery Bay Community Services District is authorized and directed to file a Notice of Exemption pursuant to Title 14, California Code of Regulations, §15062.

PASSED, APPROVED AND ADOPTED THIS 1st DAY OF AUGUST, 2012.

  
V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on August 1, 2012, by the following vote of the Board:

AYES: 5  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0

  
Richard J. Howard  
Board Secretary

# Exhibit A

## Town of Discovery Bay CSD 2011/12 - 2012/13 Water & Wastewater Rates

Approved at 8.1.12 Board Meeting

<b>Table 1 - WATER</b>	<b>Adopted FY 2011/12</b>		<b>Approved FY 2012/13</b>	
<b>Residential Unmetered</b>	<b>Monthly (\$/month/DU)</b>	<b>Yearly (\$/year/DU)</b>	<b>Monthly (\$/month/DU)</b>	<b>Yearly (\$/year/DU)</b>
<b>Parcel Size (Square Feet/DU)</b>				
Multiple Family - No Irrigation	\$15.05	\$180.60	\$19.37	\$232.44
Under 5,000	\$23.11	\$277.32	\$29.58	\$354.96
5,000 - 10,000	\$29.29	\$351.48	\$37.41	\$448.92
10,001 - 15,000	\$35.47	\$425.64	\$45.24	\$542.88
Over 15,000,	\$35.47	\$425.64	\$45.24	\$542.88
Plus Each Additional 1,000	\$2.06	\$24.72	\$2.61	\$31.32
<b>WATER All Metered</b>	<b>Monthly (\$/month)</b>	<b>Use (\$/ccf)</b>	<b>Monthly (\$/month)</b>	<b>Use (\$/ccf)</b>
<b>Nonirrigation Account Charge:</b>				
5/8" Inch Meter	\$6.90		\$8.66	
1 Inch Meter	\$7.19		\$8.99	
1 1/2 Inch Meter	\$7.49		\$9.32	
2 Inch Meter	\$8.31		\$10.22	
3 Inch Meter	\$14.31		\$16.85	
4 Inch Meter	\$16.54		\$19.30	
6 Inch Meter	\$21.73		\$25.03	
<b>Irrigation Account Charge:</b>				
5/8" Inch Meter	\$2.33		\$2.57	
1 Inch Meter	\$2.62		\$2.90	
1 1/2 Inch Meter	\$2.92		\$3.22	
2 Inch Meter	\$3.74		\$4.12	
3 Inch Meter	\$9.74		\$10.75	
4 Inch Meter	\$11.97		\$13.21	
6 Inch Meter	\$17.16		\$18.94	
<b>Metered Usage Charge:</b>				
All Usage		\$1.075		\$1.361
<b>Table 2 - WASTEWATER</b>	<b>Existing FY 2011/12</b>		<b>Approved FY 2012/13</b>	
<b>Residential Unmetered</b>	<b>Monthly (\$/month)</b>	<b>Yearly (\$/year)</b>	<b>Monthly (\$/month)</b>	<b>Yearly (\$/year)</b>
Single Family - Each DU	\$50.39	\$604.68	\$55.77	\$669.24
Multiple Family/Condos - Each DU	\$37.79	\$453.48	\$41.83	\$501.96
<b>Nonresidential Metered</b>	<b>Use (\$/ccf)</b>		<b>Use (\$/ccf)</b>	
Business/Government/Clubs	\$3,499		\$3,873	
Restaurants/Bars/Dining Facilities	\$10,248		\$11,343	
Schools	\$3,150		\$3,486	
Other Domestic Strength Users	\$3,499		\$3,873	

DU = Dwelling Unit

ccf = 100 cubic feet = 748 gallons

The charges above are based on the "Water & Wastewater Rate Study" prepared by Hornberger Engineering for the District

Water and wastewater rates comply with Proposition 218 and the wastewater rates also comply with the Revenue Program Guidelines of the State Water Resources Control Board.



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2012-21**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT  
AMENDING THE CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act of 1974, Government Code section 81000 et seq., requires state and local government agencies to adopt and amend a Conflict of Interest Code as necessary; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation found at California Code of Regulations, Title 2, Section 18730, which contains the terms of a standard Conflict of Interest Code which may be adopted by reference; and

WHEREAS, it is necessary to amend the Conflict of Interest Code to reflect the changes incorporated therein; and

WHEREAS, a public hearing was held to consider the amendments pursuant to Government Code Section 87311.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. The above recitals are true and correct, and are incorporated as part of this Resolution.
2. Amends its Conflict of Interest Code as Set forth and incorporated herein by reference.

PASSED, APPROVED AND ADOPTED THIS 15<sup>TH</sup> DAY OF AUGUST, 2012.

V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on August 15, 2012, by the following vote of the Board:

AYES: 5  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0

  
Richard J. Howard  
Board Secretary

**CONFLICT OF INTEREST CODE FOR THE  
TOWN OF DISCOVERY BAY COMMUNITY SERVICE DISTRICT**

The Political Reform Act, Government Code Section 81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which members and employees are designated and disclosed categories are set forth, constitute the conflict of interest code of the Town of Discovery Bay Community Service District.

Designated members and employees shall file statements of economic interests with the Town of Discovery Bay Community Service District. The statements will be available for public inspection and reproduction. (Gov. Code Section 81008).

## APPENDIX

### DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Directors	All
General Manager	All
Water and Wastewater Manager	All
Parks & Landscape Manager	All
Finance Manager	All
Attorney	All
Consultants*	All

\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The President of the Board may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and this is not required to fully comply with the disclosure requirements described in this section. Such a written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The President's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## DISCLOSURE CATEGORIES

1. All investments and business positions in business entities, and all sources of income and interests in real property that are required to be disclosed in the annual statement required in Government Code Section 87203. This category is known as full disclosure.

2. Investments in or income from persons or businesses engaged in the business of providing service or supplies, including, but not limited to, equipment, machinery, or office supplies, to the Town of Discovery Bay Community Services District, or could foreseeably provide services or supplies to the Town of Discovery Bay Community Services District

3. Interests in real property located in whole or in part within the boundaries of the Discovery Bay Community Services District, or within a two-mile radius of the Town of Discovery Bay Community Services District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property if the fair market value of the interest is greater than \$2,000.00 that are required to be disclosed in the annual statement required in Government Code Section 87203.

4. Business positions, including, but not limited to, status as a director, officer, sole owner, partner, trustee, employee, or holder of a position of management in any business entity which, in the prior two years had contracted with, or in the future may contract with, the Town of Discovery Bay Community Services District to provide services or supplies to the Town of Discovery Bay Community Services District.

5. Gifts received from any single source or person with a single gift value more than \$50 as well as gifts with a cumulative total of \$420 or more received in a 12 month period, as well as gifts required to be disclosed in the annual statement required in Government Code Section 87203.



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION NO. 2012-22**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT, CALIFORNIA,  
ADOPTING THE TOWN OF DISCOVERY BAY EMERGENCY OPERATIONS PLAN**

WHEREAS, While natural and manmade disasters are not common, it is necessary to plan and anticipate for future emergency events; and

WHEREAS, Town of Discovery Bay Community Services District has developed an Emergency Operations Plan that provides direction to staff as to their roles and responsibilities in the event of a disaster; and

WHEREAS, it is necessary to be compliant with both the State of California Office of Emergency Services as well as the Federal Emergency Management Agency, it is necessary to have an adopted Emergency Operations Plan that follows the Standardized Emergency Management System (SEMS) program.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Town of Discovery Bay Community Services District Emergency Operations Plan is hereby adopted.

SECTION 2. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 5<sup>th</sup> DAY OF SEPTEMBER 2012.

V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on September 5, 2012, by the following vote of the Board:

AYES: 5  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0

Richard J. Howard  
Board Secretary





**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION NO. 2012-23**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT,  
ESTABLISHING FEES FOR WATER CAPACITY CHARGES  
AND WASTEWATER CAPACITY CHARGES**

WHEREAS, the Town of Discovery Bay (TODB), a California Community Services District, requires that new development pay its proportionate share of the cost of capital improvements made necessary by that new development; and

WHEREAS, the TODB implements this requirement through the establishment and setting of Public Facilities fees for water and wastewater capacity charges ("capacity fees") as defined in Government Code Section 66013(b)(3), which are regularly reviewed to assure that they accurately identify costs and the allocation of those costs; and

WHEREAS, on October 3, 2012 the Board of Directors of the Town of Discovery Bay conducted a duly noticed public hearing to receive and consider public comments on the FY 2012/13 proposed capacity fee charges, as identified in the Bartle Wells Associates Final Draft Technical Memorandum, attached hereto and included by reference, and

WHEREAS, for at least fourteen (14) days prior to the public hearing, a copy of the Bartle Wells Associates Final Draft Technical Memorandum and Public Notice was available for public review at the District Office, 1800 Willow Lake Road, Discovery Bay, CA, and it was posted to the TODB website at [www.todb.ca.gov](http://www.todb.ca.gov); and

WHEREAS, the TODB embarked and completed a Water Master Plan and a Wastewater Master Plan that identified future development and associated infrastructure improvements; and

WHEREAS, the TODB engaged the services of Bartle Wells Associates to review those master plans and existing assets and develop a comprehensive Capacity Fee Technical Memorandum; and

WHEREAS, that Technical Memorandum has been completed and submitted to the TODB on September 18, 2012 and identifies water capacity fees and wastewater capacity fees; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Technical Memorandum prepared by Bartle Wells Associates on behalf of the TODB, and dated September 18, 2012 is included in its entirety as a part of this resolution.

SECTION 2. That Residential Capacity Fees be established as follows:

(A) Water Capacity Fees are to be established at \$3,900.00 per EDU.

(B) Wastewater Capacity Fees are to be established at \$9,860.00 per EDU.

SECTION 3. That non-residential Water and Wastewater Capacity Fees be established as identified in Tables 5 and 6, respectively of the Technical Memorandum prepared by Bartle Wells Associates.

SECTION 4. The Board Secretary shall certify the adoption of this Resolution.

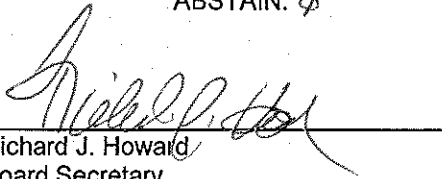
PASSED, APPROVED AND ADOPTED THIS 3<sup>rd</sup> DAY OF October 2012.



V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on October 3, 2012, by the following vote of the Board:

AYES: 5  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0



Richard J. Howard  
Board Secretary



**BARTLE WELLS ASSOCIATES**  
INDEPENDENT PUBLIC FINANCE ADVISORS

1889 Alcatraz Avenue  
Berkeley, CA 94703  
T: 510-653-3399  
[www.bartlewells.com](http://www.bartlewells.com)

**TO:** Rick Howard, General Manager, Town of Discovery Bay Community Services District

**FROM:** Thomas Gaffney, Principal, and Alison Lechowicz, Analyst

**DATE:** September 18, 2012

**SUBJECT:** Water and Wastewater Capacity Fee

**FINAL**  
**TECHNICAL MEMORANDUM**

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## **Introduction**

The Town of Discovery Bay Community Services District ("Town") provides water supply, treatment, and delivery as well as wastewater collection, treatment, and disposal to approximately 14,000 residents. The Town recently completed master plans that determined the level of growth for the community through FY2021 and identified needed facility improvements. Some improvements are needed to correct deficiencies in existing facilities and other improvements are needed to expand capacity to serve future development.

This Technical Memorandum was developed with the goal of fairly assigning the cost of improvements to existing and future customers and to calculate capacity fees that recover these costs.

## **Existing and Future Connections**

As a first step in this analysis, the existing capacity of water and wastewater facilities was reviewed. The Water Master Plan by Luhdorff & Scalmanini Consulting Engineers, January 2012 ("Water Master Plan") determined that existing average day demand on the system is 3.66 million gallons per day (mgd). The Hofmann Land Development Company ("Hofmann") is owed 0.15 mgd in committed water capacity per a Service Agreement with the Town. In total, existing demand and committed capacity sum to about 3.81 mgd. For the purpose of this analysis, committed capacity in both the water and wastewater facilities is treated as existing demand. Through FY2021, water demand is expected to grow by 0.66 mgd.

Existing flow of the wastewater system is 1.80 mgd with 0.21 in additional capacity committed to Hofmann. The wastewater system is expected to grow by 0.41 mgd through FY2021 as described in the Wastewater Treatment Plant Master Plan by Stantec Consulting Services Inc., October 2011, and in the Wastewater Master Plan Addendum ("Wastewater Master Plan").

The master plans identify the typical water demand of a residential customer as about 533 gallons per day and the typical wastewater flow of a residential customer as about 335 gallons per day. This demand and flow is used to determine the number of equivalent dwelling units (EDUs) of the Town.

Table 1 summarizes the existing, committed, and build-out water demand and wastewater flows of the Town.

**Table 1**  
**Projected Growth**  
**Town of Discovery Bay**

<b>Water System</b>			
Existing Demand (1)	3.66	mgd	81.9%
Committed Capacity	0.15	mgd	3.4%
Expected Growth FY2012 to 2021	<u>0.66</u>	mgd	<u>14.7%</u>
Build-out Demand (1)	4.47	mgd	100.0%
Present (2)	6,865	EDUs	
Committed Capacity	284	EDUs	
Expected Growth FY2012 to 2021	<u>1,231</u>	EDUs	
Build-out (2)	8,380	EDUs	
Demand per EDU	533	gal/day	
<b>Wastewater System (3)</b>			
Average Flow	1.80	mgd	74.4%
Committed Capacity	0.21	mgd	8.6%
Expected Growth FY2012 to 2021	<u>0.41</u>	mgd	<u>17.0%</u>
Build-out Flow	2.42	mgd	100.0%
Present	5,367	EDUs	
Committed Capacity	621	EDUs	
Expected Growth FY2012 to 2021	<u>1,228</u>	EDUs	
Build-out	7,216	EDUs	
Flow per EDU	335	gal/day	

EDU - Equivalent Dwelling Unit

(1) Page 2-5, "Water Master Plan" by Luhdorff & Scalmanini Consulting Engineers, January 2012.

(2) Page 2-6, "Water Master Plan" by Luhdorff & Scalmanini Consulting Engineers, January 2012.

Committed capacity estimated by the Town.

(3) Wastewater system build-out is estimated in "Wastewater Treatment Plant Master Plan" by

Stantec Consulting Services Inc., October 2011, and in the Wastewater Master Plan Addendum.

Committed capacity estimated by the Town.

## Methodology

The recommended capacity fees calculated in this memorandum include both a buy-in portion and an expansion portion.

### Buy-in

New customers connecting to the system receive benefit from a large portion of the facilities that are already in place throughout the Town. The buy-in portion of the capacity fee recovers the costs of existing facilities that benefit all customers, existing and new.

The value of existing facilities was calculated using the Replacement Cost New Less Depreciation (RCNLD) method. The book cost of Town facilities less depreciation was escalated to present worth using the Engineering News Record's Construction Cost Index. The RCNLD of facilities is divided by the number of EDUs at build-out to yield a buy-in fee per EDU, see Table 2. A detailed list of Town facilities is shown in Appendix A.

**Table 2**  
**Buy-in to Existing Facilities, Replacement Cost New Less Depreciation (1)**  
**Town of Discovery Bay**

	Water	Wastewater	Total
Buildings and Improvements			
Buildings and Improvements	\$46,339	\$981,651	\$1,027,991
Operations Building	30,731	30,731	61,463
Wastewater Treat. Plant 2	0	9,525	9,525
Wetlands	0	4,096	4,096
Willow Lake WT Facility	1,136	0	1,136
CIP Water			
Treatment and Collections	945,259	0	945,259
Equipment			
Equipment	134,386	148,172	282,559
Wetlands	0	10,022	10,022
Land (2)	92,000	175,000	267,000
Office Furniture & Equip	4,046	4,046	8,093
Structures & Improvements			
Golf Course	0	536,852	536,852
Sewage Lift Station	0	3,666,734	3,666,734
Wetlands	0	24,016	24,016
Newport Water Treatment Plant	2,711,758	0	2,711,758
Treatment/Collection/Distribution			
Biosolids Handling Proj.	0	1,931,683	1,931,683
Discharge Pipeline	0	2,943,792	2,943,792
Treatment and Collections	1,841,291	2,177,323	4,018,614
Wastewater Treat Plant 2	0	16,632,515	16,632,515
Wetlands	0	651	651
Willow Lake WT Facility	3,963,493	0	3,963,493
Vehicles	98,648	98,648	197,295
Total	\$9,869,089	\$29,375,458	\$39,244,547
Build-out Capacity	8,380	7,216	EDUs
Buy-in Cost	\$1,180	\$4,070	(\$/EDU)

(1) Original cost less depreciation adjusted to current construction cost.

(2) Land does not depreciate. Original book cost shown.

## **Expansion/Improvements**

New customers connecting to the system will also benefit from a number of planned improvements described in the master plans. In consultation with staff, the Town's capital improvement projects were allocated to existing/committed connections and future connections based on how each customer group benefits from the projects. Some projects are expansion related and will not be needed if growth does not occur. Expansion projects are wholly allocated to new connections. Other projects, such as fire flow improvements, benefit all customers, and are allocated based on the total flow or demand of the system at build-out, see Table 3 and Table 4. BWA conducted a preliminary allocation between existing and future customers. The allocations were reviewed in detail by staff and by developer representatives over the course of several meetings and conference calls.

The total cost allocated to future connections is then divided by expected growth in demand or flow to calculate the expansion fee, see Table 5 and Table 6.

Table 3  
Allocation of Water Capital Improvement Costs  
Town of Discovery Bay

Capital Improvement Projects	Project Cost	Existing & Committed Connections	Future Connections	Existing & Committed Connections	Future Connections	Project Benefit
New Supply Well 7	\$1,516,000	40%	60%	\$606,400	\$909,600	40% allocated to reliability improvements. 60% assumed to serve future connections. Project benefits existing and new connections.
Replacement Well Site (Well 8) Contingency - includes site purchase, well, pump station and new raw water line	\$1,512,000	85%	15%	\$1,289,700	\$222,300	Supplies existing community. Supplies existing community. Existing filter unit is more than adequate for existing demand. Expansion is needed to serve growth.
Well 5A Abandonment/Destruction Contingency	\$108,000	100%	0%	\$108,000	\$0	Facility needed to provide capacity for new treatment filter.
Well 1B Pump Equipment Upgrade	\$30,000	100%	0%	\$30,000	\$0	One pump needed for new capacity to serve growth. Two additional pumps needed to replace existing pumps.
Treatment Filter Unit at Willow Lake WTP - includes vessel, media, foundation, all new face piping and controls	\$259,200	0%	100%	\$0	\$259,200	Project benefits existing and new connections. Project will correct some existing deficiencies and will expand capacity from two to three metering pumps.
New Backwash Tank at Willow Lake WTP - includes piping modifications and foundation	\$360,000	0%	100%	\$0	\$360,000	Project benefits existing and new connections.
New Recycle Pumps at Willow Lake WTP - includes three pumps, piping and control valves	\$72,000	67%	33%	\$48,000	\$24,000	Line will improve fire flow for existing and future connections.
Chemical Room Upgrade at Willow Lake WTP - includes electrical and mechanical upgrades	\$28,800	85%	15%	\$24,600	\$4,200	Line will improve fire flow for existing and future connections.
Recycle Pump Upgrade Contingency at Newport WTP	\$28,800	85%	15%	\$24,600	\$4,200	Pipe upsizing for fire flow deficiencies.
Booster Pump Repair and Upgrade at Newport WTP	\$30,000	85%	15%	\$25,600	\$4,400	Benefits existing community.
Kellogg Creek Crossing 16-inch mainline from Discovery Pt to Point of Timber Rd	\$345,600	85%	15%	\$294,800	\$50,800	See above.
Kellogg Creek Crossing 16-inch mainline from Cabrillo Pt to Point of Timber Rd	\$345,600	85%	15%	\$294,800	\$50,800	See above.
Replace 8-inch mainline with new 16-inch C905 - Willow Lake Rd from Discovery Bay Blvd to Beaver Ln	\$2,011,000	85%	15%	\$1,715,300	\$295,700	See above.
Replace 6-inch mainline with new 8-inch C900 - Surfside Ct	\$89,600	100%	0%	\$89,600	\$0	See above.
Replace 6-inch mainline with new 8-inch C900 - Surfside Pt	\$72,900	100%	0%	\$72,900	\$0	See above.
Replace 6-inch mainline with new 8-inch C900 - Marina Cir entry way	\$54,000	100%	0%	\$54,000	\$0	See above.
Replace 6-inch mainline with new 8-inch C900 - Lido Cir entry way	\$43,200	100%	0%	\$43,200	\$0	See above.
Replace 6-inch mainline with new 8-inch C900 - Beach Ct	\$66,400	100%	0%	\$66,400	\$0	See above.
Replace 6-inch mainline with new 8-inch C900 - Shell Ct	\$94,500	100%	0%	\$94,500	\$0	See above.
Replace 6-inch mainline with new 8-inch C900 - Edgeview Ct	\$89,100	85%	15%	\$76,000	\$13,100	Pipe upsizing for fire flow deficiencies.
Replace 6-inch mainline with new 8-inch C900 - South Pt	\$165,240	85%	15%	\$140,900	\$24,300	Pipe upsizing for fire flow deficiencies.
New Water Storage Tank at Newport WTP - includes earthwork, foundation, pipe, valves, tank, etc	\$1,080,000	0%	100%	\$0	\$1,080,000	Existing tank can accommodate current demand. New tank is needed for build-out demand.
Install Transducers	\$21,600	85%	15%	\$18,400	\$3,200	Project benefits existing and new connections.
Install Monitoring Wells	\$144,000	85%	15%	\$122,800	\$21,200	See above.
Survey Wellheads	\$14,400	85%	15%	\$12,300	\$2,100	See above.
Groundwater Basin Assessment - 10 years of data collection and reporting	\$130,000	85%	15%	\$110,900	\$19,100	See above.
Customer Water Meter Installations by 2020 (approx. 3,907 unmetered in 2010) (\$1,641,000)	\$0	0%	0%	\$0	\$0	Meter installations are charged directly to individual customers and are revenue neutral.
Water Conservation Program: Feasibility Evaluation (O&M) (\$20,000)	\$0	0%	0%	\$0	\$0	Project moved to operations budget.
Total	\$8,731,900			\$5,383,700	\$3,348,200	

**Table 4**  
**Allocation of Wastewater Capital Improvement Costs**  
**Town of Discovery Bay**

<b>Capital Improvement Projects</b>	<b>Project Cost</b>	<b>Existing &amp; Committed Connections</b>	<b>Future Connections</b>	<b>Existing &amp; Committed Connections</b>	<b>Future Connections</b>	<b>Project Benefit</b>
Influent Pump Station Modifications and Upgrade	\$1,044,000	83%	17%	\$866,300	\$177,700	Project will correct existing issues and increase capacity.
Re-Activate Pump Station W	\$378,000	83%	17%	\$313,700	\$64,300	Facility will serve existing and future connections. Project will provide emergency storage as needed.
Emergency Storage Facilities	\$243,000	83%	17%	\$201,600	\$41,400	Facility will serve existing and future connections. Project would be completed with or after the re-activation of Pump Station W.
Splitter Box, Oxidation Ditch, Replacement of Existing RAS Pumps and Standby Aerators for Existing Oxidation Ditches	\$3,654,000	83%	17%	\$3,032,200	\$621,800	Project benefits existing and new connections.
New Clarifier Splitter Box, New Clarifier, and New RAS Pump Station at Plant 2	\$2,394,000	0%	100%	\$0	\$2,394,000	Facility needed to provide capacity for new connections.
Secondary Effluent Pump Station Modifications	\$250,000	0%	100%	\$0	\$250,000	Existing capacity is sufficient. Project required after filter is added.
Effluent Filtration	\$4,614,000	83%	17%	\$3,828,800	\$785,200	Project possibly needed in the future for more stringent requirements for reclamation.
Secondary Effluent Equalization	\$680,000	83%	17%	\$564,300	\$115,700	Project possibly needed in the future for more stringent requirements for reclamation.
Revise UV Disinfection Weirs (O&M) (\$10,000)	\$0	83%	17%	\$0	\$0	Project moved to operations budget.
Conduct UV Disinfection Viral Bioassay Tests (O&M) (\$50,000)	\$0	83%	17%	\$0	\$0	Project moved to operations budget.
Additional UV Disinfection	\$1,200,000	0%	100%	\$0	\$1,200,000	Facility needed to provide capacity for new connections.
Add Pump to Export Pump Station	\$100,000	0%	100%	\$0	\$100,000	Facilities needed when peak day flow exceeds 4.0 mgd.
Solids Improvements, Phase 1: One New Solar Drying Pad and One Belt Press	\$1,600,000	83%	17%	\$1,327,700	\$272,300	Project will correct current capacity deficiency.
Solids Improvements, Phase 2: Solar Dryer #3 and Completion of Solar Drying Pad	\$3,050,000	83%	17%	\$2,531,000	\$519,000	Project needed to expand capacity for future connections.
Solar Dryer #4	\$400,000	0%	100%	\$0	\$400,000	Project benefits new connections.
Collection System Pump Station Improvements	\$650,000	83%	17%	\$539,400	\$110,600	Project benefits existing and new connections.
SCADA Improvements	\$350,000	83%	17%	\$290,400	\$59,600	Project benefits existing and new connections.
<b>Total</b>	<b>\$20,607,000</b>			<b>\$13,495,400</b>	<b>\$7,111,600</b>	



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**Table 5**  
**Water Expansion Fee Calculation**  
**Town of Discovery Bay**

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<b>Expansion Capacity Fee</b>		
Total CIP Cost Allocated to New Connections	\$3,348,200	(Table 3)
Expected Growth in Demand (mgd)	0.66	(Table 1)
<b>Residential Capacity Fee</b>		
Expansion Capacity Fee per EDU		
553 gal/day avg day demand	\$2,720	
<b>Example Nonresidential Capacity Fee</b>		
Expansion Capacity Fee		
1,000 gal/day demand	\$5,100	

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**Table 6**  
**Wastewater Expansion Fee Calculation**  
**Town of Discovery Bay**

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Total CIP Cost Allocated to New Connections	\$7,111,600	(Table 4)
Expected Growth in Flow (mgd)	0.41	(Table 1)
<b>Residential Capacity Fee</b>		
Expansion Capacity Fee per EDU	\$5,790	
(335 gal/day avg day flow)		
<b>Example Nonresidential Capacity Fee</b>		
Expansion Capacity Fee		
1,000 gal/day flow	\$17,270	

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## Recommended Fees

Tables 7 and 8 show the total capacity fees for water and wastewater, respectively, which include both a buy-in portion and an expansion portion. Shown in the tables are the residential capacity fees calculated on an EDU basis and example nonresidential capacity fees based on 1,000 gal/day demand or 1,000 gal/day flow.

The total recommended capacity fee per residential connection is calculated at \$13,760, see Table 9. This fee is comparable to the fee charged by local cities, see Table 10.

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**Table 7**  
**Water Capacity Fee Calculation**  
**Town of Discovery Bay**

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<b>Residential Capacity Fee</b>		
Buy-in Capacity Fee per EDU	\$1,180	(Table 2)
Expansion Capacity Fee per EDU	<u>\$2,720</u>	(Table 5)
(553 gal/day avg day demand)	\$3,900	
<b>Example Nonresidential Capacity Fee</b>		
Buy-in Capacity Fee	\$2,210	
Expansion Capacity Fee	<u>\$5,100</u>	(Table 5)
(1,000 gal/day avg day demand)	\$7,310	

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**Table 8**  
**Wastewater Capacity Fee Calculation**  
**Town of Discovery Bay**

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<b>Residential Capacity Fee</b>		
Buy-in Capacity Fee per EDU	\$4,070	(Table 2)
Expansion Capacity Fee per EDU	<u>\$5,790</u>	(Table 6)
(335 gal/day avg day flow)	\$9,860	
<b>Example Nonresidential Capacity Fee</b>		
Buy-in Capacity Fee	\$12,140	
Expansion Capacity Fee	<u>\$17,270</u>	(Table 6)
(1,000 gal/day avg day flow)	\$29,410	

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**Table 9**  
**Total Residential Capacity Fee**  
**Town of Discovery Bay**

Current Water and Wastewater Capacity Fee (as of 02/23/04)	\$3,086
Residential Capacity Fee per EDU	
Water	
Buy-in	\$1,180
Expansion	<u>\$2,720</u>
Total Water	\$3,900
Wastewater	
Buy-in	\$4,070
Expansion	<u>\$5,790</u>
Total Wastewater	\$9,860
Total Residential Capacity Fee per EDU*	\$13,760

\*Capacity fees will be adjusted annually based on the percent change in the Engineering New Record's Construction Cost Index for San Francisco.

**Table 10**  
**Residential Capacity Fee Survey**  
**Town of Discovery Bay**

Community	Water	Wastewater	Total
Manteca (1)	\$3,685.00	\$6,471.00	\$10,156.00
Stockton (2)	\$6,436.00	\$2,100.00 to \$5,700.00	\$10,336.00
Brentwood (3)	\$7,135.87	\$4,260.78	\$11,396.65
Oakley (Ironhouse SD, Diablo WD) (4)	\$5,854.00	\$6,819.53	\$12,673.53
Antioch (Delta Diablo SD) (5)	\$5,900.49	\$7,262.50	\$13,162.99
Pittsburg (Delta Diablo SD) (6)	\$2,230.00 to \$8,410.00	\$8,472.91	\$13,472.91
Rio Vista (7)	\$5,950.00	\$7,578.19	\$13,528.19
<b>Town of Discovery Bay</b>	<b>\$3,900.00</b>	<b>\$9,860.00</b>	<b>\$13,760.00</b>
Lathrop (Manteca WQCF) (8)	\$3,546.00	\$11,814.00	\$15,360.00

(1) Sewer fee varies based on sewer zone. Sewer fee shown for Zone 24.

(2) Fees effective through 06/30/12. Wastewater fee varies based on development area.

(3) Fees effective 07/01/10.

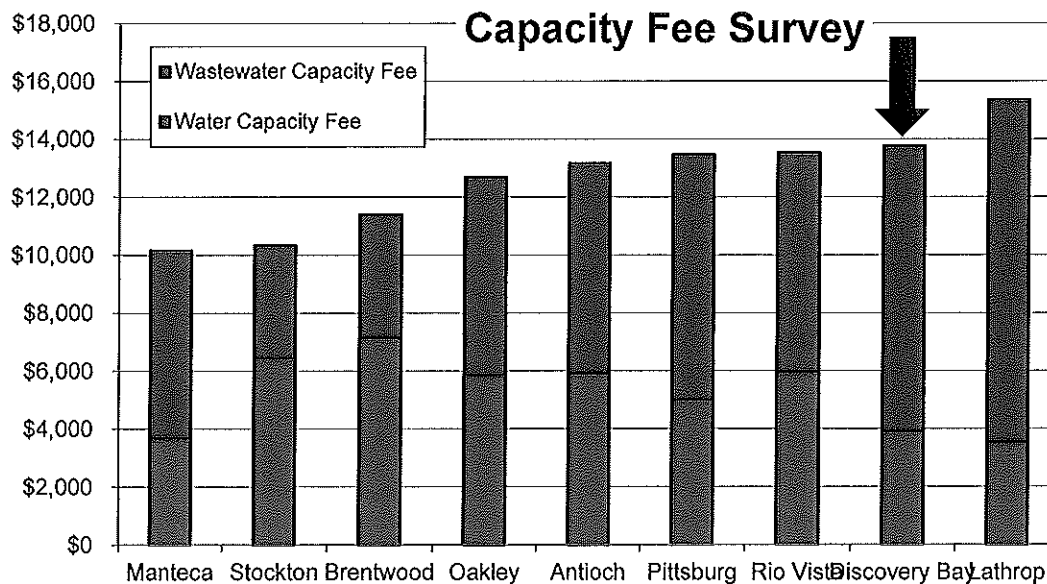
(4) City of Oakley is served by the Ironhouse Sanitary District and the Diablo Water District. The Ironhouse Sanitary District fee is effective 05/05/10. The Diablo Water District fee is for new developments west of Jersey Island Road.

(5) City of Antioch water and sewer connection fees effective 07/01/12. Wastewater treatment is provided by Delta Diablo Sanitation District. Wastewater treatment capacity fee effective 07/08/11.

(6) Water fee current until 11/01/12. Fee varies based on development area. Sewer fee effective 11/01/11. Wastewater treatment is provided by Delta Diablo Sanitation District. Wastewater treatment capacity fee effective 07/08/11.

(7) Fees last updated in 2009.

(8) Fees effective 01/01/12. Fees shown for the East Lathrop development. Fees vary for other development areas. Wastewater treatment is provided by the Manteca Water Quality Control Facility.



The nonresidential capacity fees are proportional to the water demand and wastewater flow of a typical residential customer. When a new nonresidential customer connects to the system, the Town should scale the capacity fees to the predicted demand and flow of that customer with a minimum fee based on 200 gallons per day water use and 180 gallons per day wastewater flow. The minimum capacity fee is about 49% of the residential capacity fee. Example capacity fees for nonresidential customers are shown in Table 11. For the typical nonresidential customer about 90% of water used flows into the sewer. Commercial customers typically have little to no outdoor irrigation.

**Table 11**  
**Example Nonresidential Capacity Fees**  
**Town of Discovery Bay**

**Nonresidential Capacity Fee**

Water (per 1,000 gal/day demand)	\$7,310	(Table 7)
Wastewater (per 1,000 gal/day avg day flow)	\$29,410	(Table 8)

**EXAMPLES**

**Small Office (Minimum Charge)**

Water (200 gal/day demand)	\$1,462	(\$7,310 x (200 gal/1,000 gal))
Wastewater (180 gal/day avg day flow)	\$5,294	(\$29,410 x (180 gal/1,000 gal))
<b>Total Capacity Fee</b>	<b>\$6,756</b>	

**4-Unit Shopping Center**

Water (2,000 gal/day demand)	\$14,620	(\$7,310 x (2,000 gal/1,000 gal))
Wastewater (1,800 gal/day avg day flow)	\$52,938	(\$29,410 x (1,800 gal/1,000 gal))
<b>Total Capacity Fee</b>	<b>\$67,558</b>	

## **Implementation**

Capacity fees are collected at the time of connection to the Town's water system and sewer collection system. To ensure continued adequate implementation of the fee, the Town should:

- Maintain an annual Capital Improvement Program budget to indicate where fees are being expended to accommodate growth.
- Comply with the annual and five-year reporting requirements of Government Code 66000 et seq.
- Annually adjust capacity fees using an appropriate construction cost index. Capacity fees should be adjusted regularly to prevent them from falling behind the costs of constructing new facilities. The Engineering News Record magazine publishes Construction Cost Indices (CCIs) monthly for 20 major U.S. cities including San Francisco and an average of 20 cities around the U.S. These indices can be used to estimate the change in the construction cost of facilities, and the Town's capacity fees should be adjusted annually by the change in the ENR CCI for San Francisco.

## **Credit for Committed Capacity**

The capacity fee shown in Table 9 is a general fee that fully recoups the Town's cost of facilities. Hofmann has contributed a number of facilities to the Town and is owed credit for these facilities as described in the Town's Ordinance No. 19 and in the Reimbursement Agreement for Discovery Bay West. The credit owed to Hofmann is in the form of committed capacity/EDUs.

The committed capacity shown in Table 1 is capacity reserved by Hofmann and is treated as existing capacity. This capacity was created by Hofmann when Hofmann constructed the facilities described in the Reimbursement Agreement. Committed capacity should not be charged a capacity fee.

At the time of the writing of this memorandum, Hofmann intends to build an estimated 702 homes. Hofmann is owed a credit for 284 water EDUs. Therefore, for the first 284 homes built, Hofmann should not pay water capacity fees. For all homes beyond the first 284, Hofmann will exceed its committed water capacity and should pay water capacity fees.

Hofmann is also owed a credit for 621 wastewater EDUs. Therefore, for the first 621 homes built, Hofmann should not pay wastewater capacity fees. For all homes beyond the first 621, Hofmann will exceed its committed wastewater capacity and should pay wastewater capacity fees. See Table 12 for a description of the Hofmann credits and capacity fees.

**Table 12**  
**Hofmann Proposed Development**  
**Town of Discovery Bay**

Hofmann Proposed Development	Water Capacity Fee (per EDU)	Wastewater Capacity Fee (per EDU)	Total Capacity Fee (per EDU)	Notes
First 284 EDUs	\$0	\$0	\$0	Included in first 284 EDUs of capacity committed to Hofmann.
Next 337 EDUs	\$3,900	\$0	\$3,900	Water EDUs exceed committed capacity to Hofmann. Wastewater EDUs included in committed capacity to Hofmann.
Over 621 EDUs	\$3,900	\$9,860	\$13,760	Exceeds committed capacity to Hofmann.

## **Appendix A – Replacement Cost New Less Depreciation of Existing Facilities**

Asset	Property Description	Date In Service	Net Book Value	Replacement Cost New Less Depreciation
Location: Buildings & Improvements				
<b>SHARED</b>				
2	Treatment Plant Buildings	12/1/1993	\$44,297	\$71,017
5	Improvements -Office	9/27/1998	\$3,294	\$5,082
6	Flooring for Office	10/28/1998	\$0	\$0
58	Mow Field	5/17/2000	\$0	\$0
59	Land Survey	5/17/2000	\$0	\$0
276	Mobile Modular Mgmt-25% Contra	11/26/2002	\$1,739	\$2,441
312	Pymt. of Mobile Modulares	2/19/2003	\$10,406	\$14,138
<b>WATER</b>				
32	Reroof Wells 5 & 2	11/1/1999	Not included	Not included
64	Landscape/Centex Well Site	6/7/2000	Not included	Not included
<b>WASTEWATER</b>				
39	Landscape/Lift Station F	1/5/2000	\$22	\$34
82	Carport for Trailers WWTP	11/13/2000	\$10,853	\$16,536
86	Emergency Road WWTP Expansior	3/14/2001	\$4,450	\$6,205
723	Electrical Panel LS #F	10/31/2008	\$10,456	\$11,021
761	UV Water Purification System	3/29/2010	\$407,275	\$434,796
766	UV System Design	6/30/2010	\$48,120	\$50,466
767	UV System & Bypass Pipeline	6/30/2010	\$96,040	\$100,723
770	UV System & Bypass Pipeline	9/30/2010	\$254,007	\$266,774
774	UV Water Purification System -Ref	9/15/2010	\$41,212	\$43,284
776	UV System Programming	3/22/2011	\$5,349	\$5,473
			\$937,523	\$1,027,991
Location: Operations Building				
<b>SHARED</b>				
607	Lumber and Matelials	6/30/2005	\$5,065	\$6,351
612	Gypsum, Drywa11, Screws & Fibergl	9/23/2005	\$1,882	\$2,332
615	Warehouse Racks	11/8/2005	\$1,601	\$1,971
618	Install AC/Heater	12/6/2005	\$2,334	\$2,864
621	Install AC/Heater	1/6/2006	\$1,257	\$1,541
627	Office Doors	3/13/2006	\$522	\$642
629	Install Wallboard	3/21/2006	\$3,588	\$4,412
632	Electrical	3/31/2006	\$1,444	\$1,776
633	Toilet Fixtures	4/4/2006	\$455	\$559
635	Light Fixtures/Tile/Bathroom Rema	4/6/2006	\$5,182	\$6,371
636	Electrical	4/10/2006	\$2,319	\$2,851
638	Ceilings at Ops. Building	4/11/2006	\$3,148	\$3,871
646	Supplies for Ops Bldg Remodel	5/6/2006	\$456	\$560
648	Wire A/C for Ops Bldg	5/8/2006	\$433	\$533
654	Cabinets for Breakroom Kitchen	6/9/2006	\$2,177	\$2,679
660	Labor & Materials	6/30/2006	\$3,616	\$4,449
666	Lockers/Bo1lards/Cabinets	8/6/2006	\$2,310	\$2,835
778	District Office Roof	5/22/2011	\$14,545	\$14,866
			\$52,334	\$61,463
Location: Wastewater Treat. Plant 2				
<b>WASTEWATER</b>				
671	Entry Paving-Enlarge WWTP#2 Er	9/21/2006	\$4,808	\$5,898
674	Chain Link Fence @ WWTP#2	10/16/2006	\$3,178	\$3,627
			\$7,986	\$9,525
Location: Wetlands				
<b>WASTEWATER</b>				
690	T-Posts (Wetlands)	4/16/2007	\$539	\$615
691	PVC Parts (Wetlands)	4/20/2007	\$3,050	\$3,480
			\$3,590	\$4,096
Location: Willow Lake WT Facility				
<b>WATER</b>				
747	50 ft. 8' Chain Link Fence	8/11/2009	\$1,064	\$1,136
Group: CIP-Water				
Location: Treatment and Collections				
<b>WATER</b>				
739	Well & Pump Station #6 Design	6/30/2009	\$157,101	\$167,588
744	Well #6 Support Pad & Surge Tank	7/14/2009	\$6,989	\$7,465



Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
745	Well#6-Surge Tank Foundation	7/13/2009	\$9,877	\$10,550
764	Flowserve Submersible Well Pump	6/10/2010	\$126,713	\$132,891
765	Well & Pump Station #6 Design & I	6/30/2010	\$579,445	\$607,700
771	Well & Pump Station #6 Design/Co	11/29/2010	\$18,584	\$19,065
			\$898,708	\$945,259
Location: Equipment				
<b>SHARED</b>				
8	Gonnan Rupp Pump on Tire Kit	2/12/1999	\$0	\$0
10	Onan 45 Kilowatt Generator	5/5/1999	\$0	\$0
11	Water Leak Detector	5/13/1999	\$0	\$0
22	350K W Generator	9/15/1999	\$0	\$0
216	Misc. Equipment	6/30/2002	\$0	\$0
372	WB Equip -Bobcat Tractor Carriag	10/16/2003	\$0	\$0
386	Gehl Tractor	12/26/2003	\$0	\$0
508	1995 Int'l 18200 Truck (Schow's)	7/28/2004	\$173	\$230
542	15ft Truck Mount Conveyor	9/27/2004	\$882	\$1,176
582	Trailer w/Storage box and Trash Pu:	2/22/2005	\$646	\$816
610	Continental Cargo Hauler	8/31/2005	\$459	\$577
611	Continental Cargo Hauler Accessori	8/31/2005	\$46	\$58
663	Portable Fuel Trailer	8/1/2006	\$4,386	\$5,382
664	SoundSens 2 System-Water Leak Si	7/21/2006	\$4,499	\$5,525
665	2006 Chevy CC5500 Chassis-Teles(	7/14/2006	\$36,700	\$45,068
672	Zodiac Inflatable Boat	10/11/2006	\$593	\$677
676	9 CCTV Video Cameras (Labor)	10/25/2006	\$4,484	\$5,118
679	CCTV Video Camera Equipment	10/31/2006	\$17,561	\$20,044
680	Texas Bragg Trailer	10/26/2006	\$2,657	\$3,032
682	Battery System on Fuel Trailer	11/21/2006	\$90	\$102
684	Fire Hydrant	12/5/2006	\$626	\$713
697	Data Logger -Water Leak Survey T	7/20/2007	\$4,545	\$5,204
701	CCTV Video Camera Equipment	9/18/2007	\$10,813	\$12,369
704	Concrete Meter Lid w/probes	11/30/2007	\$384	\$437
705	Vaughan Base Plate & Motor Stand	11/14/2007	\$6,145	\$6,991
710	Portable Video System	3/4/2008	\$7,329	\$8,318
713	Mosaic Gateway	5/20/2008	\$2,271	\$2,571
715	6 Mulliparameter Probes, 2 Eagle E	6/4/2008	\$22,243	\$25,065
724	RouteStar Install	2/17/2009	\$3,000	\$3,194
728	Generator -Switch Gear	2/19/2009	\$2,775	\$2,954
729	LS #F Level Controller	4/15/2009	\$407	\$433
730	LS #F Remote Control	4/15/2009	\$1,018	\$1,084
734	Lids With Probe	6/25/2009	\$1,004	\$1,071
752	Generator w/Trailer & Fuel Cell	9/18/2009	\$20,757	\$22,169
758	Caterpillar Forklift	3/3/2010	\$5,870	\$6,267
768	Thennosystem Electric Mole (I)	9/28/2010	\$39,412	\$41,393
780	Thennosystem Electric Mole (1)	6/1/2011	\$19,338	\$19,753
<b>WATER</b>				
24	Transfer Panel Well 5	10/6/1999	\$0	Not included
25	Generator Design	10/6/1999	\$0	Not included
38	Spare Motor/Rebuild Well 5	1/1/2000	\$0	Not included
40	Cables for Generator Well 5	1/5/2000	\$0	Not included
60	Fairbanks Morse Pump	5/17/2000	\$0	Not included
83	Emergency Generator	11/14/2000	\$0	Not included
131	Labor to supply lights for generator:	11/26/2001	\$25	Not included
145	Fencing @ future well site	1/4/2002	\$441	\$619
678	Security Cameras for Water Sites	10/31/2006	\$8,649	\$9,872
700	New Generator-Well 1B&2	10/11/2007	\$48,660	Not included
<b>WASTEWATER</b>				
116	Generator for Lift Stations	10/24/2001	\$1,287	\$1,794
161	Sludge Lagoon Pumper -10Years	3/12/2002	\$16,018	\$22,483
			\$296,190	\$282,559
Location: Wetlands				
<b>WASTEWATER</b>				
720	Sampler Equipment	7/18/2008	\$8,961	\$10,022
Location: Land				
<b>WATER</b>				
79	Property for Willow Lake WT Fac	10/4/2000	\$92,000	\$92,000

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
<b>WASTEWATER</b>				
1	Treatment Plant Land	7/1/1993	\$175,000	\$175,000
			\$267,000	\$267,000
Location: Office Furniture & Equip.				
<b>SHARED</b>				
4	Desk & Hutch	9/11/1998	\$0	\$0
9	Excel File Cabinet from County	5/5/1999	\$0	\$0
31	Computer-Office	11/1/1999	\$0	\$0
94	Dell Computer-Calista	6/21/2001	\$0	\$0
269	Contra Costa Cty-Application Revit	11/7/2002	\$0	\$0
289	Deck & Railing MobileMobile	12/17/2002	\$0	\$0
300	Rock for Mobile Modular Pad	1/11/2003	\$0	\$0
301	Rip Rock for Mobile Modulers	1/14/2003	\$0	\$0
302	Rip Rock for Mobile Modulers	1/14/2003	\$0	\$0
320	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
321	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
322	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
323	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
324	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
325	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
326	Electrical Equip. for Mobiles	3/6/2003	\$0	\$0
334	Electrical Equip. for Mobiles	4/1/2003	\$0	\$0
335	Parts/Material/Labor for Electrical	4/1/2003	\$0	\$0
603	Vtech Phone Handset	10/7/2004	\$0	\$0
604	Iris Color Business Card Reader	10/14/2004	\$0	\$0
605	Dell Precision Workstation Comp-	10/25/2004	\$0	\$0
606	Office 2003 Software	10/29/2004	\$0	\$0
616	Color Copier	11/8/2005	\$0	\$0
673	HP Computer&Monitor for Securiti	10/12/2006	\$150	\$172
699	Caselle Software Program	8/10/2007	\$0	\$0
756	Ricoh Copier	1/21/2010	\$7,414	\$7,921
			\$7,564	\$8,093
Location: Golf Course				
<b>WASTEWATER</b>				
743	Golf Course Valve Station	7/1/2009	\$502,600	\$536,852
Location: Sewage Lift Station				
<b>WASTEWATER</b>				
114	Lakeshore Pump Station Pump Station	10/15/2001	\$160	\$223
127	A&E Engineering	11/9/2001	\$64	\$89
215	Lakeshore Lift Station SCADA	6/30/2002	\$238	\$334
224	Tech Knowison-from AIP Search	7/25/2002	\$578	\$811
233	Lakeshore Sewage Lift Station	8/8/2002	\$394,929	\$554,333
287	Newport Sewage Lift Station	12/13/2002	\$715,319	\$971,812
608	Lakes Village III Lift Station	11/9/2004	\$434,942	\$579,949
661	Lakes Village IV Lift Station	12/19/2005	\$505,834	\$620,785
696	Newport Lift Station Upgrade	10/2/2006	\$822,140	\$938,397
			\$2,874,205	\$3,666,734
Location: Wetlands				
<b>WASTEWATER</b>				
693	Wetlands Project Structure & Mater	5/6/2007	\$4,022	\$4,581
703	Concrete pad at bottom of pond-VA	11/13/2007	\$15,785	\$17,957
718	Wetlands Solar System	7/24/2008	\$1,322	\$1,478
			\$21,128	\$24,016
Location: Water Treatment Plant				
<b>WATER</b>				
286	Newport Water Treatment Plant	12/13/2002	\$1,996,038	\$2,711,758
Location: Biosolids Handling Proj.				
<b>WASTEWATER</b>				
153	Solids Engineering	2/1/2002	\$36	\$51
170	Solids Engineering	4/2/2002	\$1,548	\$2,173
173	Solids Engineering	4/3/2002	\$504	\$707
199	Solids Engineering	5/31/2002	\$2,844	\$3,992
210	Solids Engineering	6/28/2002	\$1,188	\$1,668

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
231	Solids Engineering	7/31/2002	\$1,350	\$1,895
246	Solids Engineering	9/3/2002	\$2,160	\$3,032
259	Solids Engineering	10/3/2002	\$1,836	\$2,577
272	Solids Engineering	11/11/2002	\$3,708	\$5,205
283	Solids Engineering	12/9/2002	\$720	\$978
296	Biological Consultant	1/3/2003	\$882	\$1,198
299	Solids Engineering	1/5/2003	\$1,044	\$1,418
309	Solids Engineering	2/4/2003	\$1,697	\$2,305
317	Biological Consultant	3/3/2003	\$808	\$1,098
319	Solids Engineering	3/4/2003	\$1,475	\$2,004
339	Solids Engineering	4/7/2003	\$3,288	\$4,467
345	Solids Engineering	5/7/2003	\$2,339	\$3,178
346	Biological Consultant	5/7/2003	\$216	\$293
350	Biological Consultant	6/4/2003	\$296	\$402
352	Solids Engineering	6/7/2003	\$716	\$972
361	Solids Engineering -Service Date 6	6/30/2003	\$3,060	\$4,157
362	Biological Consultant	6/30/2003	\$1,224	\$1,662
376	Mountain Cascade Concrete	11/14/2003	\$3,696	\$5,021
385	Kleinfelder -Engineering WWTP	12/22/2003	\$239	\$319
389	Ag-Con Construction and Labor	1/22/2004	\$490	\$654
390	Parks on Const. -Thenno System	1/30/2004	\$309,488	\$412,669
391	Conco -Billing #1 Proj. 230300	2/3/2004	\$61,344	\$81,796
392	Bay Area Air Quality Mgmt. Study	2/5/2004	\$808	\$1,077
393	Kleinfelder -Engineering WWTP	2/5/2004	\$386	\$515
394	Kanberg Concs. -Metal Shade	2/5/2004	\$2,475	\$3,300
397	Conco -Billing #2 Proj. 230300	2/10/2004	\$122,247	\$163,003
399	Kleinfelder -Engineering WWTP	3/8/2004	\$1,328	\$1,771
400	Parkson Const. -Thenno System	3/8/2004	\$19,408	\$25,879
401	Kleinfelder -Engineering WWTP	3/18/2004	\$656	\$875
404	Conco -Billing #3 Proj. 230300	3/23/2004	\$119,664	\$159,559
409	Solids engineering support	4/13/2004	\$2,099	\$2,799
410	Kleinfelder Engineering WWTP	4/14/2004	\$2,726	\$3,635
411	Kleinfelder -Engineering WWTP	4/14/2004	\$573	\$765
413	Con J. Franke Electric -Materials	4/15/2004	\$25,920	\$34,562
414	Aeromod -Monobelt Filter Press	4/15/2004	\$79,293	\$105,729
415	Kannberg Construction -Metal Sh&	4/15/2004	\$8,524	\$11,366
416	Aero-Mod. Filter Press Legs	4/27/2004	\$120	\$160
420	Conco -Billing #4 Proj. 230300	4/27/2004	\$117,720	\$156,967
421	Solids engineering support	4/27/2004	\$3,010	\$4,013
423	Deposit for Truck/Trailer	5/6/2004	\$775	\$1,033
425	Ag-Con Const. -Bond Insurance up,	5/13/2004	\$5,112	\$6,816
428	Conco -Billing #5 Proj. 230300	5/25/2004	\$106,661	\$142,221
429	Ag-Con Column set-up, Roof glaze(	5/25/2004	\$29,995	\$39,995
430	Solids engineering support	5/25/2004	\$4,415	\$5,887
436	Solids engineering support	6/30/2004	\$6,752	\$9,003
477	Con Franke Electric-Job#23034	5/19/2004	\$47,110	\$62,816
478	Conco West -Billing#6	5/28/2004	\$55,177	\$73,573
480	Ag-Con-Sidewalls & Interior Partiti	6/2/2004	\$21,531	\$28,709
482	Solids Master Planning -Herwitt In	8/5/2003	\$4,664	\$6,337
483	Solids Master Planning -Herwitt In	9/3/2003	\$11,486	\$15,604
484	Solids Master Planning -Herwitt In	10/31/2003	\$7,797	\$10,592
485	Solids Engineering Support -Herwi	12/5/2003	\$8,118	\$10,824
486	Solids Engineering Support -Herwi	12/5/2003	\$3,546	\$4,728
487	Solids Engineering Support -Herwi	1/8/2004	\$2,304	\$3,072
488	Solids Engineering Support -Herwi	2/8/2004	\$2,732	\$3,643
489	Con J. Franke Electric -Materials	6/18/2004	\$17,828	\$23,771
507	Con Franke Electric -Inv#21813	7/20/2004	\$29,688	\$39,585
509	Ag-Con Construction -Inv#4808	7/28/2004	\$1,250	\$1,667
510	Conco West -Inv#4427	7/30/2004	\$34,164	\$45,554
511	Herwitt Engineering -Inv#48	7/31/2004	\$4,446	\$5,928
516	Parkson Corp -Inv#8040007 & 804	8/10/2004	\$25,607	\$34,145
517	Kannberg Construction Con	8/12/2004	\$5,525	\$7,367
518	Franke Electric -Inv#21860	8/18/2004	\$30,354	\$40,473
519	Herwitt Engineering -Inv#47	8/18/2004	\$6,415	\$8,553
522	Ag-Con -retention on inv#4755 &	8/19/2004	\$2,414	\$3,219
523	Conco West -Inv#4465	8/25/2004	\$22,163	\$29,552
532	Herwitt Engineering -Inv#49	9/10/2004	\$3,197	\$4,263

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
539	Con J. Franke Electric -InV#21908	9/20/2004	\$553	\$738
543	Load Contractor 20A Mini 3 Pole	9/29/2004	\$109	\$145
549	Herwitt Engineering -InV#50	10/10/2004	\$1,004	\$1,338
550	Conco West -Inv#4470	10/11/2004	\$2,966	\$3,954
551	Conco West -Retention on Inv#438	10/11/2004	\$6,216	\$8,288
552	Steel for Bldg -Guntert Steel	10/19/2004	\$556	\$741
553	Con Franke -Retention on InV#217.	10/20/2004	\$7,349	\$9,799
559	Con J. Franke Electric -InV#21948	11/4/2004	\$367	\$489
562	Herwitt Engineering -InV#51	11/8/2004	\$1,613	\$2,151
563	Shade Cover on West Side -Kannel	11/10/2004	\$2,056	\$2,741
564	2 Overhead lights&Relocate Alarm	11/23/2004	\$508	\$678
569	Herwitt Engineering -InV#52	12/9/2004	\$1,864	\$2,352
577	Herwitt Engineering -InV#53	1/11/2005	\$366	\$462
578	15 Gallon Chemical Tank	1/13/2005	\$0	\$0
586	Herwit Engineering -InV#55	3/4/2005	\$657	\$829
588	Kleinfelder -InV#236122	3/16/2005	\$142	\$179
590	Convex Mirror	3/23/2005	\$70	\$88
591	Kleinfelder -InV#173091	3/25/2005	\$1,022	\$1,290
592	Stainless Steel Rear Cross View	3/28/2005	\$58	\$73
593	PVC, Insulation	4/11/2005	\$19	\$24
595	Materials -Brentwood Ace Hardware	5/19/2005	\$28	\$35
596	Hose, Adaptors and Clamps	5/20/2005	\$1,340	\$1,684
597	Moisture Analyzer	5/20/2005	\$0	\$0
644	PVC for Bio-Solids	5/6/2006	\$36	\$44
647	Plumbing Parts/PVC	5/8/2006	\$35	\$43
649	Paint for Bio-Solids	5/9/2006	\$0	\$0
655	Sheet Metal for Expansion Joints	6/19/2006	\$26	\$33
656	Tests for Bio-Solids	6/23/2006	\$2,179	\$2,681
657	Paint	6/26/2006	\$0	\$0
658	Threadlocker	6/28/2006	\$0	\$0
			\$1,447,518	\$1,931,683

Location: Discharge Pipeline

**WASTEWATER**

89	NYRSamples	4/25/2001	\$430	\$599
96	Engineering Services	6/30/2001	\$1,725	\$2,406
97	Copper Discharge Study Testing	6/30/2001	\$2,714	\$3,785
117	Testing for Copper Study	10/25/2001	\$40	\$56
119	NTRStudy	11/1/2001	\$903	\$1,260
120	NTRStudy	11/1/2001	\$21	\$29
121	Engineering for Copper Study	11/1/2001	\$175	\$244
124	Testing for Copper Study	11/5/2001	\$40	\$56
126	Copper discharge study consulting	11/9/2001	\$555	\$773
129	Testing for copper study	11/20/2001	\$40	\$56
139	Testing for Copper Study	12/13/2001	\$40	\$56
143	Testing for Copper Study	12/31/2001	\$40	\$56
149	Testing for Copper Study	1/16/2002	\$40	\$56
157	Testing for Copper Study	2/19/2002	\$40	\$56
158	Testing for Copper Study	2/28/2002	\$40	\$56
162	Testing for Copper Study	3/19/2002	\$40	\$56
167	Testing for Copper Study	3/29/2002	\$53	\$75
169	Copper discharge study consulting	4/2/2002	\$293	\$412
172	Copper Discharge Study Consulting	4/3/2002	\$53	\$75
184	Testing for Copper Study	4/29/2002	\$53	\$75
186	Testing for Copper Study	5/7/2002	\$53	\$75
191	Testing for Copper Study	5/20/2002	\$53	\$75
198	Copper discharge study consulting	5/31/2002	\$320	\$449
209	Copper Discharge Study Consulting	6/28/2002	\$160	\$225
245	Herwitt Engineering	9/3/2002	\$14,794	\$20,765
258	Herwitt Engineering	10/3/2002	\$583	\$818
271	Herwitt Engineering	11/11/2002	\$14,455	\$20,289
282	Herwitt Engineering	12/9/2002	\$1,165	\$1,582
298	Herwitt Engineering	1/5/2003	\$7,612	\$10,342
308	Herwitt Engineering	2/4/2003	\$30,723	\$41,739
316	EIP Associates-Consultant	2/28/2003	\$4,012	\$5,451
332	EIP Associates-Consultant	3/26/2003	\$3,096	\$4,206
342	EIP Associates-Consultant	4/23/2003	\$3,513	\$4,773

Asset	Property Description	Date In Service	Net Book Value	Replacement Cost New Less Depreciation
348	EIP Associates-Consultant	5/22/2003	\$3,409	\$4,632
356	EIP Associates-Consultant	6/27/2003	\$6,071	\$8,248
359	Herwitt Engineering	6/30/2003	\$540	\$734
360	EIP Associates-Consultant	6/30/2003	\$4,444	\$6,038
364	EIP Associates -Consultant	9/4/2003	\$3,160	\$4,293
368	Kleinfelder -Consultant	9/18/2003	\$218	\$296
371	EIP Associates -Consultant	10/16/2003	\$1,915	\$2,602
373	Kleinfelder -Consultant	11/6/2003	\$1,426	\$1,937
374	Kleinfelder -Consultant	11/6/2003	\$636	\$864
382	Moore Biological Consultants	12/4/2003	\$124	\$165
384	EIP Associates -Consultant	12/18/2003	\$743	\$991
398	Kleinfelder -Consultant	3/8/2004	\$4,583	\$6,111
402	Dept. of Fish & Game Diffuser	3/20/2004	\$638	\$850
403	Roessler Assoc. -Appraisal	3/20/2004	\$2,888	\$3,860
405	State Water Resources -Pennit	3/25/2004	\$413	\$550
408	Herwitt Engineering	4/13/2004	\$17,651	\$23,536
418	Kleinfelder -Consultant	4/27/2004	\$22,648	\$30,198
419	Herwitt Engineering	4/27/2004	\$24,722	\$32,964
427	Herwitt Engineering	5/25/2004	\$9,974	\$13,300
433	Filing Fee	6/10/2004	\$4,971	\$6,628
435	Herwitt Engineering #46	6/30/2004	\$3,698	\$4,931
479	DB STP Export Pump Station	6/1/2004	\$47,409	\$63,214
481	Herwitt Engineering #47	6/30/2004	\$31,354	\$41,807
490	Herwitt Engineering -Inv.#36	8/5/2003	\$2,991	\$4,063
491	Herwitt Engineering -Inv#37	9/3/2003	\$1,464	\$1,989
492	Herwitt Engineering -Inv #38	10/31/2003	\$990	\$1,345
493	Herwitt Engineering -Inv #39	12/5/2003	\$13,769	\$18,360
494	Herwitt Engineering -Inv #40	12/5/2003	\$2,661	\$3,548
495	Herwitt Engineering -Inv #41	1/8/2004	\$743	\$990
496	Herwitt Engineering -Inv #42	2/8/2004	\$8,984	\$11,980
503	Clayborn Contracting -Inv#40 13-2	7/1/2004	\$97,634	\$130,184
504	Kleinfelder -Consultant -Inv#1847	7/7/2004	\$1,410	\$1,879
505	Towill Surveying -Inv#691	7/8/2004	\$2,578	\$3,438
506	Kleinfelder -Consultant -Inv#1788	7/8/2004	\$231	\$309
512	Towill Surveying -Inv#7102	7/31/2004	\$3,576	\$4,768
513	Herwitt Engineering -Inv#48	7/31/2004	\$19,153	\$25,539
514	Clayborn Contracting -Inv#4013-0:	8/1/2004	\$91,906	\$122,547
515	Kleinfelder Consulting -Inv#19051	8/4/2004	\$702	\$937
520	Komex-H2O Science -Inv#1000000	8/20/2004	\$26,058	\$34,746
521	Property Reserve-Export Pipeline t	8/24/2004	\$1,696	\$2,261
524	Pipeline Valves -Wilson & Sons (it	8/31/2004	\$3,897	\$5,196
526	Clayborn Contracting -Inv#4013-0'	9/1/2004	\$62,316	\$83,091
527	Moore Biologist Consultants	9/3/2004	\$939	\$1,252
528	Towill-Surveying & Staking -Inv#	9/4/2004	\$2,003	\$2,671
529	Ferguson Enterprises -Inv#2777 10	9/9/2004	\$50,394	\$67,195
530	Herwitt Engineering -Inv#49	9/10/2004	\$12,062	\$16,084
531	Materials -Red Valve Inv#285023	9/10/2004	\$13,512	\$18,016
533	Materials -Ferguson Enterprises In'	9/14/2004	\$13,140	\$17,521
534	Materials -Ferguson Enterprises In'	9/14/2004	\$579	\$772
535	Materials -Red Valve Inv#285194	9/16/2004	\$15,139	\$20,187
536	Old River Bathymetric Survey	9/16/2004	\$4,138	\$5,518
537	Materials -Red Valve Inv.#285160	9/16/2004	\$15,558	\$20,745
540	Fabricated Piping -lifco Inv#8452	9/22/2004	\$103,930	\$138,580
541	Mobilization & 16 Pipe -Tideland	9/25/2004	\$191,520	\$255,372
544	18 Diameter Outfall & Dual 30" O "	9/30/2004	\$338,969	\$451,980
545	Clayborn Contracting -Appl#5	10/1/2004	\$117,795	\$157,067
546	Steel -lifco Inv#8506	10/6/2004	\$51,754	\$69,008
547	Towill Surveying -Inv#582	10/7/2004	\$9,397	\$12,530
548	Herwitt Engineering -Inv#50	10/10/2004	\$9,121	\$12,162
555	Kleinfelder -Inv#208369	10/24/2004	\$309	\$412
556	Tidelands Const -Appl#1	10/25/2004	\$47,532	\$63,378
557	Analysis -Frontier GeoSciences 1m	10/31/2004	\$142	\$189
558	Clayborn Contracting -Inv#4013-01	11/1/2004	\$143,816	\$191,764
560	Dutra Constr -MC-41 1 Appl#2	11/5/2004	\$296,953	\$395,956
561	Herwitt Engineering -Inv#51	11/8/2004	\$3,483	\$4,645
566	Kleinfelder Inv#214627	11/23/2004	\$159	\$212
567	Clayborn Contracting -Appl#7	12/1/2004	\$52,673	\$66,482

Asset	Property Description	Date In Service	Net Book Value	Replacement Cost New Less Depreciation
568	Herwit Engineering -Inv#52	12/9/2004	\$1,470	\$1,856
570	PVC Parts -General Plumbing	12/15/2004	\$161	\$203
571	PVC Parts -General Plumbing	12/20/2004	\$19	\$24
575	Clayborn Contracting -Appl#8	1/1/2005	\$20,788	\$26,234
576	Herwit Engineering -Inv#53	1/11/2005	\$4,491	\$5,668
580	Sherrill Big Shot Deluxe Kit -Rescl	1/25/2005	\$253	\$319
581	Herwit Engineering -Inv#54	2/3/2005	\$1,247	\$1,573
583	Clayborn Contracting -Inv#4013-0'	2/25/2005	\$8,459	\$10,675
584	Dutra Constr -Appl#3	12/22/2004	\$43,872	\$55,374
585	Pernlit Agreements	3/1/2005	\$1,933	\$2,440
589	Kleinfelder Inv#236122	3/16/2005	\$182	\$230
594	Clayborn Contracting -retention	5/17/2005	\$5,414	\$6,807
598	Clayborn Contracting -Inv#4013-11	5/31/2005	<u>\$4,579</u>	<u>\$5,757</u>
			\$2,212,155	\$2,943,792

Location: Treatment and Collections

**SHARED**

3	Treatment and Collections System	7/1/1993	\$2,084,281	\$3,438,750
7	Telemetry System Upgrades	1/1/1999	\$2,529	\$3,837
14	SCADA	7/1/1999	\$0	\$0
16	SCADA	8/18/1999	\$0	\$0
17	SCADA	8/27/1999	\$0	\$0
21	SCADA	9/1/1999	\$0	\$0
23	SCADA	9/15/1999	\$0	\$0
26	Spare Level Transducers	10/6/1999	\$0	\$0
27	SCADA/Smoke Alarms	10/6/1999	\$0	\$0
28	SCADA/Printer	10/6/1999	\$0	\$0
29	SCADA	10/20/1999	\$0	\$0
30	SCADA	10/20/1999	\$0	\$0
33	Elevate Manhole	11/3/1999	\$638	\$967
36	SCADA	12/4/1999	\$0	\$0
42	ECO Res-Bay Area Process	1/19/2000	\$4,755	\$7,244
43	SCADA	1/19/2000	\$0	\$0
44	SCADA	1/19/2000	\$0	\$0
49	SCADA	2/15/2000	\$0	\$0
50	SCADA	2/16/2000	\$0	\$0
51	SCADA	2/16/2000	\$0	\$0
52	SCADA	4/5/2000	\$0	\$0
53	Replace 10 Check Valve Well 2 "	4/19/2000	\$4,836	\$7,369
57	Fiber markers for water and sewer	5/3/2000	\$0	\$0
62	SCADA	5/17/2000	\$0	\$0
63	SCADA	5/17/2000	\$0	\$0
65	Install New Pump	6/7/2000	\$0	\$0
66	Land Survey	6/7/2000	\$2,384	\$3,632
76	SCADA	6/30/2000	\$0	\$0
84	Back up CPU for SCADA	11/20/2000	\$0	\$0
88	SCADA System Upgrade	4/1/2001	\$0	\$0
232	SCADA-General Support	8/1/2002	\$53	\$74
327	SCADA-System Upgrade	3/7/2003	\$1,522	\$2,067
330	SCADA-Computer Upgrade	3/13/2003	\$224	\$305
331	SCADA-Remaining Computer Part	3/21/2003	\$14	\$19
337	SCADA-System Upgrade	4/3/2003	\$948	\$1,288
354	SCADA-System Upgrade	6/18/2003	\$1,469	\$1,996
377	SCADA -System Upgrade	12/3/2003	\$212	\$283
573	SCADA System Integration Suppor	12/31/2004	\$79	\$99
574	DB Export Pump Station -Meyer C	12/29/2004	\$10,132	\$12,788
587	Meyer Control Group -Inv#2446-0	3/8/2005	\$4,700	\$5,933
613	DO Control System -Automate Ox-	1/24/2006	\$2,085	\$2,557
639	Rehab Manholes	4/11/2006	\$547	\$673
640	Rehab Manholes	4/11/2006	\$511	\$628
642	Scada System Upgrades	4/28/2006	\$4,157	\$5,110
645	Scada Upgrade (Monitor&Compute	5/6/2006	\$556	\$683
683	Scada System Upgrade	11/29/2006	\$2,647	\$3,013
686	Scada System Upgrade	1/31/2007	\$3,760	\$4,291
687	Scada System Upgrade	2/28/2007	\$4,678	\$5,339
688	Scada System Upgrade	2/28/2007	\$633	\$722
689	Scada System Upgrade	3/30/2007	\$1,927	\$2,198

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
694	Scada System Set Up	6/1/2007	\$594	\$681
755	Vacuum Truck Dump Station	12/30/2009	\$28,926	\$30,899
737	Polymer Pump (LMI B7 series pum	6/30/2009	\$834	\$889
<b>WATER</b>				
12	Pipe Support on Well 1	6/16/1999	\$1,571	Not Included
15	LSCE-Water Treatment	7/22/1999	\$110	\$167
19	Repaired 2 Irrigation Service	9/1/1999	\$1,478	\$2,242
34	Leak Survey-Water System	11/3/1999	\$0	\$0
35	LSCE-Water Master Plan	12/1/1999	\$4,212	\$6,417
37	LSCE-Water Master Plan	12/15/1999	\$778	\$1,185
45	LSCE-Water Master Plan	1/19/2000	\$1,735	\$2,643
46	Repair Water Leak	2/2/2000	\$1,438	\$2,191
47	Repair Water Leak	2/2/2000	\$3,075	\$4,685
54	Copper discharge study	4/19/2000	\$194	\$295
56	Paved Well2	5/3/2000	\$1,702	Not Included
61	LSCE-Water Treatment	5/17/2000	\$3,442	\$5,245
68	Copper discharge study	6/21/2000	\$2,838	\$4,324
70	LSCE-Water Treatment	6/30/2000	\$1,874	\$2,855
71	Repair Water Leak	6/30/2000	\$7,273	\$11,081
72	Land Survey -Water Treatment	6/30/2000	\$439	\$668
73	LSCE -Water Treatment	6/30/2000	\$3,155	\$4,806
74	LSCE -Water Treatment	6/30/2000	\$7,428	\$11,317
75	LSCE -Water Treatment	6/30/2000	\$1,406	\$2,142
80	Rebuilt LS D" Pump "	10/4/2000	\$0	\$0
341	Well #2 Lighting	4/22/2003	\$36	Not Included
650	Supplies to put Meter #'s on Curb	5/9/2006	\$22	Not Included
651	6 Meters	5/18/2006	\$3,139	Not Included
662	Scada System Upgrade-Newport	8/3/2006	\$3,906	\$4,792
668	10 Meters	8/31/2006	\$3,445	Not Included
669	92 Meters "	9/8/2006	\$8,223	Not Included
670	3 Meter at Athletic Club	9/14/2006	\$1,603	Not Included
675	Meter at Marina	10/25/2006	\$894	Not Included
677	2 Water Meters	10/17/2006	\$808	Not Included
681	2 Meter at Marina & Clubhouse	11/7/2006	\$2,722	Not Included
692	Meter Couplers	4/25/2007	\$410	Not Included
709	Meters	2/21/2008	\$4,658	Not Included
719	Water Meter -Yawl Street	7/16/2008	\$991	Not Included
726	Digital Pump -Willow Lake WTP	2/20/2009	\$636	\$677
727	Digital Pump & Tubing	5/6/2009	\$1,305	\$1,390
748	30 5/8 Water Meters-DB SW "	7/28/2009	\$2,954	Not Included
750	30 Water Meters	9/11/2009	\$2,984	Not Included
735	2 Water Meters -Firewood/DB Blve	5/6/2009	\$693	Not Included
757	130 Water Meters -Centex Area	2/4/2010	\$7,953	Not Included
759	Lids & Boxes for Water Meters	4/20/2010	\$740	Not Included
762	60 Water Meters & Bodies	5/5/2010	\$4,135	Not Included
763	Water Meter-New Church on Bixler	5/11/2010	\$410	Not Included
772	200 Water Meters	9/16/2010	\$14,803	Not Included
773	23 Water Meters	9/16/2010	\$4,420	Not Included
<b>WASTEWATER</b>				
20	Video Inspection of Sanitary	9/1/1999	\$352	\$534
41	UV Ballast Replacement	1/19/2000	\$0	\$0
48	Clarifier #2 Lift Pump #2	2/14/2000	\$0	\$0
67	Lift Station J Pump #1	6/21/2000	\$0	\$0
77	Computer for WWTP	7/11/2000	\$0	\$0
81	Clarifier Lift Pump	11/2/2000	\$0	\$0
91	Effluent Flow Meter	4/30/2001	\$0	\$0
310	SCADA-Support for WWTP Exp #:	2/7/2003	\$244	\$331
388	Hansen Painting -WWTP #1	1/15/2004	\$9,508	\$12,677
698	Chopper Pumps -Lift Station A&D	7/16/2007	\$17,834	\$20,421
702	Submersible Chopper Pump-LS #F	9/20/2007	\$13,528	\$15,475
706	Self-Priming Chopper Pump-LS #A	12/14/2007	\$924	\$1,051
707	Vaughan Pump -Lift Station #D	1/30/2008	\$948	\$1,078
708	Vaughan Pump -Lift Station #A	2/1/2008	\$948	\$1,078
711	Lift Station #D Pump	4/9/2008	\$810	\$919
722	Pump & Aerobic Digester -WWTP	11/10/2008	\$3,085	\$3,257
731	UV System Upgrade	4/13/2009	\$9,347	\$9,951
732	LS #E 10RP Chopper Pump	5/13/2009	\$9,890	\$10,536

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
733	LS #E Vaughan Pump	6/3/2009	\$2,669	\$2,847
736	Digital Pump & Meter Box	6/30/2009	\$1,389	\$1,482
738	Pump -Lift Station #S	6/30/2009	\$9,505	\$10,139
740	UV System Upgrade	3/19/2009	\$16,769	\$17,848
742	UV Instruments & Mission RTU	6/23/2009	\$10,785	\$11,505
760	Siemens Module Flowmeter-WWTP	3/22/2010	\$926	\$989
769	Discovery Point Sewer Pipe Rep1ac,	8/13/2010	\$147,823	\$154,922
775	Discovery Point Sewer Pipe ReplaCi	1/20/2011	\$16,635	\$17,078
777	Cheny Rills Drive Sewer Replacem	4/13/2011	\$31,710	\$32,412
779	Cherry Hills Drive Sewer Replacem	5/25/2011	\$76,930	\$78,626
			\$2,669,222	\$4,018,614

Location: Wastewater Treat. Plant 2

#### WASTEWATER

102	WWTP	8/3/2001	\$8,027	\$11,193
103	Delivery Service ofHerwit Enginee	8/29/2001	\$236	\$329
107	WWTP	8/31/2001	\$4,489	\$6,260
113	WWTP	10/15/2001	\$7,635	\$10,646
125	WWTP	11/9/2001	\$7,259	\$10,122
132	Rip Rock for WWTP	11/30/2001	\$389	\$542
133	Rip Rock for WWTP	11/30/2001	\$229	\$319
135	WWTPExp	12/6/2001	\$4,828	\$6,777
140	Delivery Service to Herwit EngineeJ	12/14/2001	\$34	\$48
141	Delivery Service of Herwit Enginee	12/17/2001	\$68	\$95
142	Delivery Service of Herwit Enginee	12/30/2001	\$233	\$327
144	WWTPExp	1/4/2002	\$6,437	\$9,035
146	Delivery Service ofHerwit Enginee	1/7/2002	\$34	\$48
148	Delivery Service of Herwit Enginee	1/14/2002	\$34	\$48
150	Delivery Service of Herwit Enginee	1/21/2002	\$68	\$95
151	Delivery Service of Herwit Enginee	1/28/2002	\$34	\$48
152	WWTPExp	2/1/2002	\$8,414	\$11,811
154	Delivery Service of Herwit Enginee	2/4/2002	\$102	\$143
156	Delivery Service ofHerwit Enginee	2/18/2002	\$34	\$48
159	WWTPExp	3/1/2002	\$9,254	\$12,989
160	Delivery Service of Herwit Enginee	3/4/2002	\$68	\$95
168	WWTPExp	4/2/2002	\$12,391	\$17,392
171	WWTPExp	4/3/2002	\$12,556	\$17,624
180	Delivery Service of Herwit Enginee	4/15/2002	\$68	\$95
181	Delivery Service of Herwit Enginee	4/22/2002	\$34	\$48
197	WWTPExp	5/31/2002	\$10,483	\$14,714
208	WWTPExp	6/28/2002	\$20,289	\$28,478
213	Newport Drive WTP SCADA	6/30/2002	\$210	\$295
214	WWTP Exp SCADA	6/30/2002	\$1,403	\$1,969
226	All Weather Sampler	7/29/2002	\$1,502	\$2,108
230	Herwit Engineering for WWTP	7/31/2002	\$13,380	\$18,780
235	Hoist for UV @ WWTP	8/12/2002	\$3,853	\$5,408
239	WAS Piping Modifications	8/29/2002	\$800	\$1,123
244	Herwit Engineering for WWTP	9/3/2002	\$7,290	\$10,233
257	Herwit Engineering for WWTP	10/3/2002	\$3,645	\$5,116
265	SCADA for WWTP	10/31/2002	\$1,122	\$1,575
270	Herwit Engineering for WWTP	11/11/2002	\$10,121	\$14,206
273	Gearbox & Handwheel for WWTP	11/13/2002	\$424	\$594
275	Pennit for WWTP Expansion	11/26/2002	\$3,643	\$5,114
281	Herwit Engineering for WWTP	12/9/2002	\$8,731	\$11,862
295	Chain Hoist & Load Test for #2	12/31/2002	\$500	\$680
297	Herwit Engineering for WWTP	1/5/2003	\$5,027	\$6,830
305	Rip Rock for WWTP	1/31/2003	\$336	\$457
306	Rip Rock for WWTP	1/31/2003	\$231	\$314
307	Herwit Engineering for WWTP	2/4/2003	\$3,668	\$4,984
313	Adm. Costs for WWTP Clarifier	2/20/2003	\$329	\$447
318	Herwit Engineering for WWTP	3/4/2003	\$3,469	\$4,713
338	Herwit Engineering for WWTP	4/7/2003	\$5,886	\$7,997
344	Herwit Engineering for WWTP	5/7/2003	\$498	\$676
351	Herwit Engineering for WWTP	6/7/2003	\$444	\$603
379	Techknowison -Scada Expansion	12/3/2003	\$443	\$591
381	SCADA -System Upgrade	12/3/2003	\$190	\$253
407	Herwit -Clarifier	4/13/2004	\$2,223	\$2,965



Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
417	Hervir -Clarifier	4/27/2004	\$4,175	\$5,566
424	Kleinfelder-Clarifier	5/12/2004	\$248	\$331
426	Hervit -Clarifier Inv#47	5/25/2004	\$681	\$907
434	Hervit -Clarifier -Inv #46	6/30/2004	\$1,134	\$1,513
497	Hervit -Clarifier -Inv #40	12/5/2003	\$124	\$165
498	Hervit -Clarifier -Inv #41	1/8/2004	\$2,558	\$3,410
499	Hervit -Clarifier -Inv #42	2/8/2004	\$2,654	\$3,539
500	Hervit -Clarifier -Inv #45	5/13/2004	\$681	\$907
525	Solar Bee 10000 Aerator	8/31/2004	\$25,315	\$33,755
538	Hervitt Engineering -Inv#49	9/10/2004	\$319	\$426
599	Clarifier Addition -Conco West	6/6/2005	\$14,900	\$18,684
600	Clarifier -Kleinfelder Inv#184508	7/6/2004	\$581	\$775
601	Clarifier -Kleinfelder Inv#191267	8/4/2004	\$850	\$1,133
602	Clarifier -Kleinfelder Inv#196518	8/31/2004	\$919	\$1,225
628	Rip Rap for WWTP #2	3/17/2006	\$2,128	\$2,617
630	Rip Rap for WWTP #2	3/31/2006	\$3,174	\$3,903
634	Rip Rap for WWTP #2	4/5/2006	\$2,157	\$2,652
637	Rip Rap for WWTP #2	4/10/2006	\$1,916	\$2,355
741	Wastewater Treat Plant 2 Expansion	6/26/2009	\$15,260,717	\$16,279,392
			\$15,518,324	\$16,632,515

Location: Wetlands

#### WASTEWATER

695	Effluent Pump & Pipe Fittings (Wet	6/6/2007	\$568	\$651
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Location: Willow Lake WT Facility

#### WATER

78	Analysis	9/26/2000	\$556	\$847
85	Rip Rock for Willow Lake Site	12/16/2000	\$363	\$506
87	Iron Magnanese Removal Tanks	3/21/2001	\$33,026	\$46,051
90	POP Holding for Water Line	4/30/2001	\$2,102	\$2,931
92	Weed Abatement @ Water Treatme	6/1/2001	\$563	\$785
93	Applications for Generators	6/20/2001	\$546	\$762
95	Engineering	6/30/2001	\$68,693	\$95,786
98	Escrow Payment of Land	7/11/2001	\$1,079	\$1,505
99	Permit for Generators for Willow LI	7/16/2001	\$369	\$514
100	Permit fees for Willow Lakes	7/16/2001	\$743	\$1,035
104	Title Premium & Escrow on Land	8/30/2001	\$6,488	\$9,047
105	Rip Rock for Willow Lake Site	8/31/2001	\$215	\$300
106	Rip Rock for Willow Lake Site	8/31/2001	\$187	\$260
108	Grading of Willow Lake Site	9/14/2001	\$29,384	\$40,973
109	Install 2 Waterline @ Willow Lake	9/14/2001	\$1,308	\$1,824
110	Rip Rock for Willow Lake Site	9/21/2001	\$427	\$596
111	Rip Rock for Willow Lake Site	9/21/2001	\$371	\$518
112	Surveying for Willow Lake Site	9/26/2001	\$1,943	\$2,709
115	Fence for Willow Lake Site	10/23/2001	\$8,294	\$11,565
118	Fence for Willow Lake Site	10/29/2001	\$256	\$357
122	Install all weather roadway	11/2/2001	\$11,303	\$15,760
123	Installation of 6' high fence @ Pone	11/5/2001	\$649	\$905
128	Trees for Willow Lake Site	11/14/2001	\$1,103	\$1,539
130	8 Stakes for trees @ Willow Lake "	11/21/2001	\$0	\$0
134	Surveyor for Willow Lake Site	12/3/2001	\$64	\$90
136	Surveyor for Willow Lake Site	12/7/2001	\$935	\$1,312
137	Rip Rock for Willow Lake Sites	12/13/2001	\$484	\$679
138	Rip Rock for Willow Lake Site	12/13/2001	\$661	\$928
147	Electrical engineering for Willow	1/9/2002	\$2,475	\$3,474
155	Land Use Pem1it	2/7/2002	\$2,063	\$2,895
163	Reimburse Hoffman for LSCE	3/20/2002	\$11,250	\$15,790
164	Reimburse Hoffman for NW Penn	3/26/2002	\$27,254	\$38,254
165	Reimburse Hoffman U. Pipe Inv.	3/26/2002	\$2,966	\$4,163
166	Reimburse Hoffman U. Pipe Inv.	3/26/2002	\$40	\$56
174	Reimburse Hoffman for NW Penn	4/12/2002	\$40,246	\$56,490
175	Reimburse Hoffman for NW Penn1	4/12/2002	\$16,154	\$22,675
176	Reimburse Hoffman for NW Penn	4/12/2002	\$7,116	\$9,988
177	Reimburse Hoffman for NW Penn	4/12/2002	\$270,839	\$380,156
178	Reimburse Hoffman for NW Penn	4/12/2002	\$1,996	\$2,802
179	Reimburse Hoffman for NW Penn	4/12/2002	\$92,282	\$129,530
182	Reimburse Hoffman for LSCE	4/23/2002	\$5,367	\$7,533

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
183	Contractor for Willow Lake #1	4/26/2002	\$134,541	\$188,845
185	Engineering for Willow Lake	4/30/2002	\$3,968	\$5,569
187	Testing for Willow Lake	5/13/2002	\$116	\$162
189	Surveyor for Willow Lake Site	5/15/2002	\$1,136	\$1,595
190	Reimburse Hoffman U. Pipe Inv.	5/17/2002	\$323	\$453
192	Contractor for Willow Lake #2	5/29/2002	\$49,748	\$69,827
193	Water Transmission Main Contra	5/29/2002	\$84,014	\$117,924
194	Hofmann-NW Pennastore-#2023	5/30/2002	\$68,376	\$95,975
195	Hoffman-NW Pennastore (storage to	5/31/2002	\$38,587	\$54,162
196	Engineering for Willow Lake	5/31/2002	\$3,384	\$4,750
200	Hoffmann-Reimb. for LSCE #17179	6/3/2002	\$6,263	\$8,791
201	Reimburse Hoffman U. Pipe Inv.	6/4/2002	\$283	\$397
202	Hofmann-Reimb. for United Pie IN'	6/4/2002	\$5,500	\$7,720
203	Filter tanks for Willow Lake	6/6/2002	\$56,233	\$78,930
204	Surveyor for Willow Lake Site	6/10/2002	\$437	\$614
205	Contractor for Willow Lake #3	6/21/2002	\$117,686	\$165,188
206	Contractor for Water Transmission	6/25/2002	\$124,413	\$174,630
207	Compact testing for Willow Lake	6/26/2002	\$420	\$590
211	Container for rubble at Willow	6/30/2002	\$351	\$492
212	Engineering for Willow Lake	6/30/2002	\$635	\$892
217	Compact testing for Willow Lake	7/2/2002	\$1,192	\$1,673
218	Compacting Testing	7/21/2002	\$307	\$431
219	Conco West -Billing #4-	7/23/2002	\$210,962	\$296,112
220	Repairs to Irrigation at DBAC	7/23/2002	\$203	\$285
221	TechKnowison from AIP search	7/25/2002	\$77	\$107
223	Water Transmission Main Contra	7/25/2002	\$61,407	\$86,193
225	Kleinfelder	7/26/2002	\$1,192	\$1,673
227	Newport Dr. WTP SCADA Supp	7/31/2002	\$472	\$662
228	Filter Tanks	7/31/2002	\$19,846	Not included
229	Engineering for Willow Lake	7/31/2002	\$832	\$1,168
234	Surveying	8/10/2002	\$848	\$1,190
238	Willow Lake WTP Contract #5 B	8/28/2002	\$289,647	\$406,556
240	Compact Testing	8/30/2002	\$940	\$1,320
241	Water Transmission Main	8/30/2002	\$46,891	\$65,818
242	Water Transmission Main	8/30/2002	\$42,401	\$59,516
243	Engineering for Willow Lake	8/31/2002	\$5,816	\$8,164
247	PVC Piping for Willow Lake	9/4/2002	\$44	\$62
248	Kleinfelder-Concrete Compact Test	9/5/2002	\$306	\$429
249	Compacting Testing	9/23/2002	\$534	\$749
250	Willow Lake WTP Contract #6 B	9/25/2002	\$114,568	\$160,810
251	Engineering for Electric Service	9/25/2002	\$18,621	\$26,137
252	Luhdorff-Engineering for W.L.	9/30/2002	\$2,059	\$2,890
253	Reimb. for Kleinfelder	10/1/2002	\$718	\$1,008
254	Reimb. for LSCE Inv.#16082	10/1/2002	\$360	\$505
255	Reimb. for LSCE Inv. #16014	10/1/2002	\$583	\$818
256	Kleinfelder-Concrete Compact Test	10/3/2002	\$146	\$205
260	Concrete Compact Test	10/21/2002	\$165	\$232
261	Water Transmission Main	10/21/2002	\$60,272	\$84,600
262	Generator for Willow Lake WTP	10/28/2002	\$109,782	\$154,093
263	Conco West Contract Billing #7	10/30/2002	\$58,266	\$81,784
264	Luhdorff-Engineering for W.L.	10/31/2002	\$4,302	\$6,038
266	Irrigation Supplies for W.L.	11/1/2002	\$568	\$797
267	Limit Switches	11/7/2002	\$1,624	\$2,280
268	Easement Cost	11/7/2002	\$6,809	\$9,557
274	Locks for Willow Lake WTP	11/20/2002	\$241	\$338
277	Conco West Contract Billing #8	11/27/2002	\$61,331	\$86,086
278	Conduit & Pipe for Willow Lake	11/27/2002	\$199	\$280
279	Luhdorff-Engineering for W.L.	11/30/2002	\$5,147	\$7,225
280	Planters Mix for Willow Lake	12/4/2002	\$0	\$0
284	County Paving-Grade Lot	12/11/2002	\$1,147	\$1,558
285	Filter for Willow Lake	12/12/2002	\$915	\$1,244
288	Rip Rock for Willow Lake Site	12/16/2002	\$420	\$570
290	Delta Fence-Chain Link Fence	12/18/2002	\$1,312	\$1,782
291	Conco West Contract Billing #9	12/19/2002	\$39,355	\$53,467
292	Luhdorff-Engineering for W.L.	12/31/2002	\$1,404	\$1,907
293	Dry Briquettes	12/31/2002	\$0	\$0
294	Kleinfelder-Concrete Compact Test	12/31/2002	\$360	\$490

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
303	Hofmann Reimb. for NW Penn Inv.	1/30/2003	\$30,953	\$42,051
304	Luhdorff-Engineering for W.L.	1/31/2003	\$2,013	\$2,735
311	Conco West Contract Billing #10	2/10/2003	\$24,013	\$32,624
314	Luhdorff-Engineering for W.L.	2/28/2003	\$2,508	\$3,408
315	Final Pymt. Filter Tanks	2/28/2003	\$2,205	\$2,996
328	Stone Veneer Mailbox Willow Lake	3/10/2003	\$1,423	\$1,933
329	Railing for Inside of Booster	3/10/2003	\$2,274	\$3,089
333	Luhdorff-Engineering for WL	3/31/2003	\$3,767	\$5,117
336	Water Transmission Main	4/2/2003	\$1,815	\$2,466
340	Conco West Contract Billing #11	4/22/2003	\$21,440	\$29,127
343	Luhdorff-Engineering for W.L.	4/30/2003	\$908	\$1,233
347	Trees for Willow Lake WTP	5/20/2003	\$379	\$515
349	Luhdorff-Engineering for WL	5/31/2003	\$584	\$793
353	SCADA Support for Willow Lake	6/10/2003	\$1,418	\$1,927
355	Conco West Contract Billing #12	6/23/2003	\$28,504	\$38,725
357	Hoffmann Reimb. for LSCE Inv.	6/30/2003	\$8,759	\$11,899
358	Luhdorff-Engineering for WL	6/30/2003	\$1,167	\$1,585
365	Loprest -Bray Series 50 Limit Swit,	9/4/2003	\$278	\$377
366	Luhdorff-Engineering for W.L.	9/4/2003	\$2,183	\$2,985
367	Conco -Billing #12 Proj. 220080	9/10/2003	\$31,671	\$43,027
369	Kirk Welding -Welding Braces	9/18/2003	\$454	\$616
370	Luhdorff-Engineering for W.L.	10/2/2003	\$820	\$1,114
375	Luhdorff-Engineering for W.L.	11/6/2003	\$2,106	\$2,861
378	Techknowison -Scada Support	12/3/2003	\$526	\$702
380	Techknowison -Scada Support	12/3/2003	\$440	\$587
383	Luhdorff-Engineering for W.L.	12/4/2003	\$256	\$342
387	Luhdorff-Engineering for W.L.	1/8/2004	\$363	\$484
395	Luhdorff-Engineering for W.L.	2/5/2004	\$372	\$496
396	Delta Fence -Barb Wire Repair	2/6/2004	\$353	\$471
406	Luhdorff-Engineering for W.L.	3/31/2004	\$1,750	\$2,334
412	Borges & Mahoney -Metering Pum	4/14/2004	\$0	\$0
422	Luhdorff-Engineering for W.L.	4/30/2004	\$407	\$543
431	Luhdorff-Engineering for W.L.	5/31/2004	\$182	\$242
432	Techknowison -Scada Support	6/2/2004	\$747	\$996
501	Conco West Retention Billing -Inv	10/15/2003	\$98,909	\$134,376
502	Conco West Retention Billing -Inv	3/30/2004	\$28,875	\$38,502
554	Int Cathodic Prot 100,000 gal bach	10/21/2004	\$5,954	\$7,939
565	Well No.5 -Conco West Inv#4507	11/19/2004	\$15,050	\$20,067
572	Parking Lot Lines -Stripsters	12/28/2004	\$0	\$0
579	Seal Asphalt at WTP Parking Lot	1/19/2005	\$0	\$0
626	Filter C for Willow Lake WTP	3/6/2006	\$94,368	Not included
631	Filter Installation	3/31/2006	\$1,084	Not included
641	Filter Install -Conco West	4/26/2006	\$17,300	Not included
643	Luhdorff& Scalmanini -Engineerir	4/30/2006	\$4,344	Not included
653	Filter Install-Conco West	6/5/2006	\$11,278	Not included
659	Luhdorff& Scalmanini -Engineerir	6/30/2006	\$784	Not included
667	Filter Install-Conco West	8/16/2006	\$9,785	Not included
685	Willow Lake Filter Install	1/19/2007	\$2,434	Not included
721	Gate Valve @ Willow Lake WTP	9/11/2008	\$10,818	\$12,023
			\$3,001,182	\$3,963,493

Location: Vehicles

**SHARED**

13	District Truck Toolbox/Liner	7/1/1999	\$0	\$0
18	District Truck	9/1/1999	\$0	\$0
55	District Truck-Trailer Setup	5/3/2000	\$0	\$0
69	District Truck-Emergency Lights	6/30/2000	\$0	\$0
101	Vac Truck	7/31/2001	\$0	\$0
188	Lateral Kit	5/14/2002	\$0	\$0
617	2006 Chevy Truck HHR	12/5/2005	\$0	\$0
716	2008 Ford F250 w/Utility Box-Wat,	6/26/2008	\$10,764	\$12,129
725	Vac-Truck	3/26/2009	\$173,972	\$185,166
			\$184,735	\$197,295
TOTAL			\$32,908,594	\$39,244,547



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION NO. 2012-24**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT,  
AMENDING THE FY 2012-13 OPERATING,  
CAPITAL IMPROVEMENT PROGRAM, AND REVENUE BUDGETS**

WHEREAS, the Town of Discovery Bay (TODB), a California Community Services District, adopted its FY 2012-13 Operating, Capital, and Revenue Budgets on June 20, 2012, and

WHEREAS, it is necessary to amend the adopted budget due to increases in revenues and expenditures, and

WHEREAS, it is necessary to increase the FY 2012-13 Operation and Maintenance Budget to reflect programmatic increases in the amount of \$409,000.00 to meet debt service obligations, and

WHEREAS, it is necessary to increase the FY 2012-13 Capital Improvement Program Budget to reflect programmatic increases in the amount of \$319,500.00 to meet project obligations, and

WHEREAS, it is necessary to increase the FY 2012-13 Revenue Budget to reflect an increase in revenues over previously anticipated revenues in the amount of \$1,258,185.00.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the FY 2012-13 Operation and Maintenance Budget be increased in the amount of \$409,000.00 in order to meet debt service obligations.

SECTION 2. That the FY 2012-13 Capital Improvement Program Budget be increased in the amount of \$319,500.00 to reflect programmatic increases resulting from the capital financed projects.

SECTION 3. That the FY 2012-13 Revenue Budget be amended to reflect an increase in revenues over previously anticipated revenues in the amount of \$1,258,185.00.

SECTION 4. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 3<sup>rd</sup> DAY OF October 2012.

V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on October 3, 2012, by the following vote of the Board:

AYES: 5  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0

  
Richard J. Howard  
Board Secretary



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2012-26**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT,  
ADOPTING AN OFFICIAL TOWN OF DISCOVERY BAY SEAL AND LOGO  
TO BE USED IN ALL OFFICIAL CORRESPONDENCE  
AND OTHER BUSINESS RELATED ACTIVITIES**

WHEREAS, Government Code §61060(i) permits a Community Services District the authority "To adopt a seal and alter it", and

WHEREAS, the Board of Directors of the Town of Discovery Bay (TODB), a California Community Services District, determined it in the best public interest to adopt a new TODB Seal for all official correspondence, records, documents, publications, vehicle identification, and all other official matters related to the business of the Town of Discovery Bay, and

WHEREAS, the TODB Seal is incorporated herein by reference and as a part of this Resolution, and

WHEREAS, the Board of Directors of the Town of Discovery Bay (TODB), a California Community Services District, determined it in the best public interest to adopt a new TODB Logo for unofficial purposes, such as street banners, hats, shirts, and any other "unofficial" identification of the TODB, and

WHEREAS, the TODB Logo is incorporated herein by reference and as a part of this Resolution.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Seal, as attached, shall serve as the official Town of Discovery Bay seal.

SECTION 2. That the Logo, as attached, shall serve as the official Town of Discovery Bay logo.

SECTION 2. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 17<sup>th</sup> DAY OF OCTOBER 2012.

V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on October 17, 2012, by the following vote of the Board:

AYES: 5  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0

  
Richard J. Howard  
Board Secretary





**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2012-27**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT  
AMENDING THE CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act of 1974, Government Code section 81000 et seq., requires state and local government agencies to adopt and amend a Conflict of Interest Code as necessary; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation found at California Code of Regulations, Title 2, Section 18730, which contains the terms of a standard Conflict of Interest Code which may be adopted by reference; and

WHEREAS, it is necessary to amend the Conflict of Interest Code to reflect the changes incorporated therein; and

WHEREAS, a public hearing was held on August 15, 2012 to consider amendments pursuant to Government Code Section 87311; and

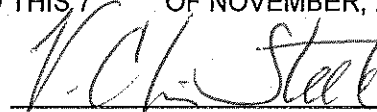
WHEREAS, the Board of Directors adopted Resolution 2012-21 and approved the amendments to the Town of Discovery Bay Conflict of Interest Code on August 15, 2012, and

WHEREAS, in the attachment to Resolution No. 2012-21 Government Code §87302 was incorrectly referenced as Government Code §87203.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

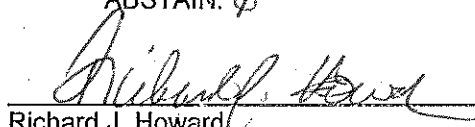
1. The above recitals are true and correct, and are incorporated as part of this Resolution.
2. Amends its Conflict of Interest Code as Set forth and incorporated herein by reference.

PASSED, APPROVED AND ADOPTED THIS 7<sup>TH</sup> DAY OF NOVEMBER, 2012.

  
V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on November 7, 2012, by the following vote of the Board:

AYES: 4  
NOES: 0  
ABSENT: 1  
ABSTAIN: 0

  
Richard J. Howard  
Board Secretary

## 2012 Local Agency Biennial Notice

(Due Monday, October 1, 2012)

Name of Agency: Town of Discovery Bay Community Services District

Mailing Address: 1800 Willow Lake Road, Discovery Bay, CA 94505

Contact Person: Office Phone No: Rick Howard, 925.634.1131

E-mail: Fax No: canderson@todb.ca.gov / 925.513.2705

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code requires disclosure by agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict-of-interest code and has determined that (*Check one box*):

☒ **An amendment is required. The following amendments are necessary:**  
(*Mark all that apply.*)

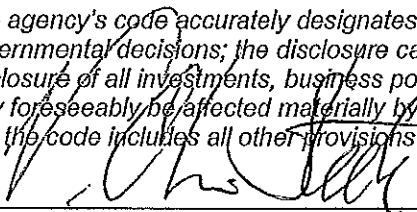
- ☒ Include new positions.
- ☒ Revise disclosure categories.
- ☒ Revise the titles of existing positions.
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
- ☐ Other (*describe*)

☐ **No amendment is required.**

☐ **The code is currently under review by the code reviewing body.**

### Verification

*The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.*

  
\_\_\_\_\_  
Signature of Chief Executive Officer

8/15/12  
\_\_\_\_\_  
Date

Complete this notice regardless of how recently your code was approved or amended.  
Please return this notice no later than **October 1, 2012**, or the date specified by your agency, if earlier, to:

**Clerk of the Board  
Office of the County Administrator  
651 Pine Street, Room 106  
Martinez, CA 94553**

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**



**CONFLICT OF INTEREST CODE FOR THE  
TOWN OF DISCOVERY BAY COMMUNITY SERVICE DISTRICT**

The Political Reform Act, Government Code Section 81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which members and employees are designated and disclosed categories are set forth, constitute the conflict of interest code of the Town of Discovery Bay Community Service District.

Designated members and employees shall file statements of economic interests with the Town of Discovery Bay Community Service District. The statements will be available for public inspection and reproduction. (Gov. Code Section 81008).

## APPENDIX

### DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Directors	All
General Manager	All
Water and Wastewater Manager	All
Parks & Landscape Manager	All
Finance Manager	All
Attorney	All
Consultants*	All

\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The President of the Board may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and this is not required to fully comply with the disclosure requirements described in this section. Such a written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The President's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## DISCLOSURE CATEGORIES

1. All Investments and business positions in business entities, and all sources of income and interests in real property that are required to be disclosed in the annual statement required in Government Code Section 87302. This category is known as full disclosure.
2. Investments in or income from persons or businesses engaged in the business of providing service or supplies, including, but not limited to, equipment, machinery, or office supplies, to the Town of Discovery Bay Community Services District, or could foreseeably provide services or supplies to the Town of Discovery Bay Community Services District
3. Interests in real property located in whole or in part within the boundaries of the Discovery Bay Community Services District, or within a two-mile radius of the Town of Discovery Bay Community Services District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property if the fair market value of the interest is greater than \$2,000.00 that are required to be disclosed in the annual statement required in Government Code Section 87302.
4. Business positions, including, but not limited to, status as a director, officer, sole owner, partner, trustee, employee, or holder of a position of management in any business entity which, in the prior two years had contracted with, or in the future may contract with, the Town of Discovery Bay Community Services District to provide services or supplies to the Town of Discovery Bay Community Services District.
5. Gifts received from any single source or person with a single gift value more than \$50 as well as gifts with a cumulative total of \$420 or more received in a 12 month period, as well as gifts required to be disclosed in the annual statement required in Government Code Section 87302.



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION NO. 2012-28**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT,  
ESTABLISHING FEES FOR WATER CAPACITY CHARGES  
AND WASTEWATER CAPACITY CHARGES**

WHEREAS, the Town of Discovery Bay (TODB), a California Community Services District, requires that new development pay its proportionate share of the cost of capital improvements made necessary by that new development; and

WHEREAS, the TODB implements this requirement through the establishment and setting of Public Facilities fees for water and wastewater capacity charges ("capacity fees") as defined in Government Code Section 66013(b)(3), which are regularly reviewed to assure that they accurately identify costs and the allocation of those costs; and

WHEREAS, on October 3, 2012 the Board of Directors of the Town of Discovery Bay adopted Resolution 2012-23 establishing fees for water capacity charges and wastewater capacity charges; and

WHEREAS, after the adoption of Resolution 2012-23 it was determined that there was a need to adjust the fees due to an omission of information relative to those projects that only affect the Hofmann Land Development Company's Discovery Bay West residential development project; and

WHEREAS, for at least fourteen (14) days prior to the public hearing, a copy of the Bartle Wells Associates Final Technical Memorandum dated October 15, 2012 and Public Notice was available for public review at the District Office, 1800 Willow Lake Road, Discovery Bay, CA, and it was posted to the TODB website at [www.todb.ca.gov](http://www.todb.ca.gov); and

WHEREAS, the TODB embarked and completed a Water Master Plan and a Wastewater Master Plan that identified future development and associated infrastructure improvements; and

WHEREAS, the TODB engaged the services of Bartle Wells Associates to review those master plans and existing assets and develop a comprehensive Capacity Fee Technical Memorandum; and

WHEREAS, that Technical Memorandum has been completed and submitted to the TODB on October 15, 2012 and identifies water capacity fees and wastewater capacity fees; and

WHEREAS, on November 7, 2012 the Board of Directors of the Town of Discovery Bay conducted a duly noticed public hearing to receive and consider public comments on the FY 2012/13 proposed capacity fee charges, as identified in the Bartle Wells Associates Final Technical Memorandum, Dated October 15, 2012 attached hereto and included by reference.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That Resolution Number 2012-23 adopted on October 3, 2012 be rescinded.

SECTION 2. That the Technical Memorandum prepared by Bartle Wells Associates on behalf of the TODB, and dated October 15, 2012 is included in its entirety as a part of this resolution.

SECTION 3. That Residential Capacity Fees be established as follows:

(A) Water Capacity Fees are to be established at \$3,900.00 per EDU.

(B) Wastewater Capacity Fees are to be established at \$9,860.00 per EDU.

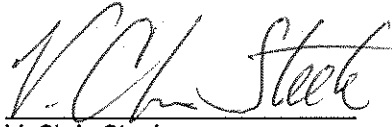
SECTION 4. That Residential Capacity Fees be established as follows for the (Hofmann Company's) Discovery Bay West residential development project:

<u>EDU Count</u>	<u>Water</u>	<u>Wastewater</u>	<u>Total</u>	<u>Description of Commitment</u>
First 284 EDUs	\$297	\$2,789	\$3,086	Included in first 284 EDUs of capacity committed to Hofmann.
Next 337 EDUs	\$3,900	\$2,789	\$6,689	Water EDUs exceed committed capacity to Hofmann. Wastewater EDUs included in committed capacity to Hofmann.
Over 621 EDUs	\$3,900	\$9,860	\$13,760	Exceeds committed capacity to Hofmann.

SECTION 5. That non-residential Water and Wastewater Capacity Fees be established as identified in Tables 5 and 6, respectively of the Technical Memorandum prepared by Bartle Wells Associates.

SECTION 6. The Board Secretary shall certify the adoption of this Resolution.

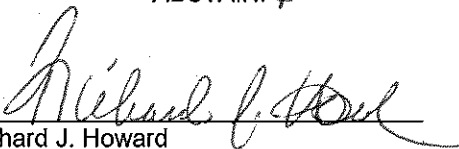
PASSED, APPROVED AND ADOPTED THIS 7<sup>th</sup> DAY OF November 2012.



V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on November 7, 2012, by the following vote of the Board:

AYES: 4  
NOES: 0  
ABSENT: 1  
ABSTAIN: 0



Richard J. Howard  
Board Secretary



**BARTLE WELLS ASSOCIATES**  
INDEPENDENT PUBLIC FINANCE ADVISORS

1889 Alcatraz Avenue  
Berkeley, CA 94703  
T: 510-653-3399  
www.bartlewells.com

**TO:** Rick Howard, General Manager, Town of Discovery Bay Community Services District

**FROM:** Thomas Gaffney, Principal, and Alison Lechowicz, Analyst

**DATE:** October 15, 2012

**SUBJECT:** Water and Wastewater Capacity Fee

**FINAL**  
**TECHNICAL MEMORANDUM**

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## **Introduction**

The Town of Discovery Bay Community Services District ("Town") provides water supply, treatment, and delivery as well as wastewater collection, treatment, and disposal to approximately 14,000 residents. The Town recently completed master plans that determined the level of growth for the community through FY2021 and identified needed facility improvements. Some improvements are needed to correct deficiencies in existing facilities and other improvements are needed to expand capacity to serve future development.

This Technical Memorandum was developed with the goal of fairly assigning the cost of improvements to existing and future customers and to calculate capacity fees that recover these costs.

## **Existing and Future Connections**

As a first step in this analysis, the existing capacity of water and wastewater facilities was reviewed. The Water Master Plan by Luhdorff & Scalmanini Consulting Engineers, January 2012 ("Water Master Plan") determined that existing average day demand on the system is 3.66 million gallons per day (mgd). The Hofmann Land Development Company ("Hofmann") is owed 0.15 mgd in committed water capacity per a Service Agreement and contractual arrangement with the Town. In total, existing demand and committed capacity sum to about 3.81 mgd. For the purpose of this analysis, committed capacity in both the water and wastewater facilities is treated as existing demand. Through FY2021, water demand is expected to grow by 0.66 mgd.

Existing flow of the wastewater system is 1.80 mgd with 0.21 in additional capacity committed to Hofmann. The wastewater system is expected to grow by 0.41 mgd through FY2021 as described in the Wastewater Treatment Plant Master Plan by Stantec Consulting Services Inc., October 2011, and in the Wastewater Master Plan Addendum ("Wastewater Master Plan").

The master plans identify the typical water demand of a residential customer as about 533 gallons per day and the typical wastewater flow of a residential customer as about 335 gallons per day. This demand and flow is used to determine the number of equivalent dwelling units (EDUs) of the Town.

Table 1 summarizes the existing, committed, and build-out water demand and wastewater flows of the Town.

**Table 1**  
**Projected Growth**  
**Town of Discovery Bay**

<b>Water System</b>			
Existing Demand (1)	3.66	mgd	81.9%
Committed Capacity	0.15	mgd	3.4%
Expected Growth FY2012 to 2021	<u>0.66</u>	mgd	<u>14.7%</u>
Build-out Demand (1)	4.47	mgd	100.0%
Present (2)	6,865	EDUs	
Committed Capacity	284	EDUs	
Expected Growth FY2012 to 2021	<u>1,231</u>	EDUs	
Build-out (2)	8,380	EDUs	
Demand per EDU	533	gal/day	
<b>Wastewater System (3)</b>			
Average Flow	1.80	mgd	74.4%
Committed Capacity	0.21	mgd	8.6%
Expected Growth FY2012 to 2021	<u>0.41</u>	mgd	<u>17.0%</u>
Build-out Flow	2.42	mgd	100.0%
Present	5,367	EDUs	
Committed Capacity	621	EDUs	
Expected Growth FY2012 to 2021	<u>1,228</u>	EDUs	
Build-out	7,216	EDUs	
Flow per EDU	335	gal/day	

EDU - Equivalent Dwelling Unit

(1) Page 2-5, "Water Master Plan" by Luhdorff & Scalmanini Consulting Engineers, January 2012.

(2) Page 2-6, "Water Master Plan" by Luhdorff & Scalmanini Consulting Engineers, January 2012.

Committed capacity estimated by the Town.

(3) Wastewater system build-out is estimated in "Wastewater Treatment Plant Master Plan" by Stantec Consulting Services Inc., October 2011, and in the Wastewater Master Plan Addendum.

Committed capacity estimated by the Town.

## Methodology

The recommended capacity fees calculated in this memorandum include both a buy-in portion and an expansion portion.

### Buy-in

New customers connecting to the system receive benefit from a large portion of the facilities that are already in place throughout the Town. The buy-in portion of the capacity fee recovers the costs of existing facilities that benefit all customers, existing and new.

The value of existing facilities was calculated using the Replacement Cost New Less Depreciation (RCNLD) method. The book cost of Town facilities less depreciation was escalated to present worth using the Engineering News Record's Construction Cost Index. The RCNLD of facilities is divided by the number of EDUs at build-out to yield a buy-in fee per EDU, see Table 2. A detailed list of Town facilities is shown in Appendix A.

**Table 2**  
**Buy-in to Existing Facilities, Replacement Cost New Less Depreciation (1)**  
**Town of Discovery Bay**

	Water	Wastewater	Total
Buildings and Improvements			
Buildings and Improvements	\$46,339	\$981,651	\$1,027,991
Operations Building	30,731	30,731	61,463
Wastewater Treat. Plant 2	0	9,525	9,525
Wetlands	0	4,096	4,096
Willow Lake WT Facility	1,136	0	1,136
CIP Water			
Treatment and Collections	945,259	0	945,259
Equipment			
Equipment	134,386	148,172	282,559
Wetlands	0	10,022	10,022
Land (2)	92,000	175,000	267,000
Office Furniture & Equip	4,046	4,046	8,093
Structures & Improvements			
Golf Course	0	536,852	536,852
Sewage Lift Station	0	3,666,734	3,666,734
Wetlands	0	24,016	24,016
Newport Water Treatment Plant	2,711,758	0	2,711,758
Treatment/Collection/Distribution			
Biosolids Handling Proj.	0	1,931,683	1,931,683
Discharge Pipeline	0	2,943,792	2,943,792
Treatment and Collections	1,841,291	2,177,323	4,018,614
Wastewater Treat Plant 2	0	16,632,515	16,632,515
Wetlands	0	651	651
Willow Lake WT Facility	3,963,493	0	3,963,493
Vehicles	<u>98,648</u>	<u>98,648</u>	<u>197,295</u>
Total	\$9,869,089	\$29,375,458	\$39,244,547
Build-out Capacity	8,380	7,216	EDUs
Buy-in Cost	\$1,180	\$4,070	(\$/EDU)

(1) Original cost less depreciation adjusted to current construction cost.

(2) Land does not depreciate. Original book cost shown.



## **Expansion/Improvements**

New customers connecting to the system will also benefit from a number of planned improvements described in the master plans. In consultation with staff, the Town's capital improvement projects were allocated to existing/committed connections and future connections based on how each customer group benefits from the projects. Some projects are expansion related and will not be needed if growth does not occur. Expansion projects are wholly allocated to new connections. Other projects, such as fire flow improvements, benefit all customers, and are allocated based on the total flow or demand of the system at build-out, see Table 3 and Table 4. BWA conducted a preliminary allocation between existing and future customers. The allocations were reviewed in detail by staff and by developer representatives over the course of several meetings and conference calls.

The total cost allocated to future connections is then divided by expected growth in demand or flow to calculate the expansion fee, see Table 5 and Table 6.

**Table 3**  
**Allocation of Water Capital Improvement Costs**  
**Town of Discovery Bay**

<b>Capital Improvement Projects</b>	<b>Project Cost</b>	<b>Existing &amp; Committed Connections</b>	<b>Future Connections</b>	<b>Existing &amp; Committed Connections</b>	<b>Future Connections</b>	<b>Project Benefit</b>
<b>New Supply Well 7</b>						
Replacement Well Site (Well 8) Contingency - includes site purchase, well, pump station and new raw water line	\$1,516,000	40%	60%	\$806,400	\$909,600	40% allocated to reliability improvements. 60% assumed to serve future connections. Project benefits existing and new connections.
Well 5A Abandonment/Destruction Contingency	\$1,512,000	85%	15%	\$1,288,700	\$222,300	Supplies existing community. Existing filter unit is more than adequate for existing demand. Expansion is needed to serve growth.
Well 1B Pump Equipment Upgrade	\$108,000	100%	0%	\$108,000	\$0	Facility needed to provide capacity for new treatment filter.
Treatment Filter Unit at Willow Lake WTP - includes vessel, media, foundation, all new face piping and controls	\$30,000	100%	0%	\$30,000	\$0	One pump needed for new capacity to serve growth. Two additional pumps needed to replace existing pumps.
	\$259,200	0%	100%	\$0	\$259,200	Project benefits existing and new connections. Project will correct some existing deficiencies and will expand capacity from two to three metering pumps. Project benefits existing and new connections.
<b>New Backwash Tank at Willow Lake WTP - includes piping modifications and foundation</b>	\$360,000	0%	100%	\$0	\$360,000	See above.
<b>New Recycle Pumps at Willow Lake WTP - includes three pumps, piping and control valves</b>	\$72,000	67%	33%	\$48,000	\$24,000	Line will improve fire flow for existing and future connections.
<b>Chemical Room Upgrade at Willow Lake WTP - includes electrical and mechanical upgrades</b>	\$28,800	85%	15%	\$24,600	\$4,200	Line will improve fire flow for existing and future connections.
<b>Recycle Pump Upgrade Contingency at Newport WTP</b>	\$28,800	85%	15%	\$24,600	\$4,200	Pipe upsizing for fire flow deficiencies.
<b>Booster Pump Repair and Upgrade at Newport WTP</b>	\$30,000	85%	15%	\$25,600	\$4,400	Benefits existing community.
<b>Kellogg Creek Crossing 16-inch mainline from Discovery Pt to Point of Timber Rd</b>	\$345,600	85%	15%	\$294,800	\$50,800	See above.
<b>Kellogg Creek Crossing 16-inch mainline from Cabrillo Pt to Point of Timber Rd</b>	\$345,600	85%	15%	\$294,800	\$50,800	Line will improve fire flow for existing and future connections.
<b>Replace 8-inch mainline with new 16-inch C905 - Willow Lake Rd from Discovery Bay Blvd to Beaver Ln</b>	\$2,011,000	85%	15%	\$1,715,300	\$295,700	Pipe upsizing for fire flow deficiencies.
<b>Replace 6-inch mainline with new 8-inch C900 - Surfside Ct</b>	\$89,600	100%	0%	\$89,600	\$0	Benefits existing community.
<b>Replace 6-inch mainline with new 8-inch C900 - Surfside Pl</b>	\$72,900	100%	0%	\$72,900	\$0	See above.
<b>Replace 6-inch mainline with new 8-inch C900 - Marina Cir entry way</b>	\$54,000	100%	0%	\$54,000	\$0	See above.
<b>Replace 6-inch mainline with new 8-inch C900 - Lido Cir entry way</b>	\$43,200	100%	0%	\$43,200	\$0	See above.
<b>Replace 6-inch mainline with new 8-inch C900 - Beach Ct</b>	\$86,400	100%	0%	\$86,400	\$0	See above.
<b>Replace 6-inch mainline with new 8-inch C900 - Shell Ct</b>	\$94,500	100%	0%	\$94,500	\$0	See above.
<b>Replace 6-inch mainline with new 8-inch C900 - Edgeview Ct</b>	\$89,100	85%	15%	\$76,000	\$13,100	Pipe upsizing for fire flow deficiencies.
<b>Replace 6-inch mainline with new 8-inch C900 - South Pt</b>	\$165,240	85%	15%	\$140,900	\$24,300	Pipe upsizing for fire flow deficiencies.
<b>New Water Storage Tank at Newport WTP - includes earthwork, foundation, pipe, valves, tank, etc</b>	\$1,080,000	0%	100%	\$0	\$1,080,000	Existing tank can accommodate current demand. New tank is needed for build-out demand.
<b>Install Transducers</b>	\$21,600	85%	15%	\$18,400	\$3,200	Project benefits existing and new connections.
<b>Install Monitoring Wells</b>	\$144,000	85%	15%	\$122,800	\$21,200	See above.
<b>Survey Wellheads</b>	\$14,400	85%	15%	\$12,300	\$2,100	See above.
<b>Groundwater Basin Assessment - 10 years of data collection and reporting</b>	\$130,000	85%	15%	\$110,900	\$19,100	See above.
<b>Customer Water Meter Installations by 2020 (approx. 3,907 unmetered in 2010) (\$1,641,000)</b>	\$0	0%	0%	\$0	\$0	Meter installations are charged directly to individual customers and are revenue neutral.
<b>Water Conservation Program Feasibility Evaluation (O&amp;M) (\$20,000)</b>	\$0	0%	0%	\$0	\$0	Project moved to operations budget.
<b>Total</b>	<b>\$8,731,900</b>			<b>\$5,383,700</b>	<b>\$3,348,200</b>	

**Table 4**  
Allocation of Wastewater Capital Improvement Costs  
Town of Discovery Bay

Capital Improvement Projects	Project Cost	Existing & Committed Connections	Future Connections	Existing & Committed Connections	Future Connections	Project Benefit
Influent Pump Station Modifications and Upgrade	\$1,044,000	83%	17%	\$866,300	\$177,700	Project will correct existing issues and increase capacity.
Re-Activate Pump Station W	\$378,000	83%	17%	\$313,700	\$64,300	Facility will serve existing and future connections. Project will provide emergency storage as needed.
Emergency Storage Facilities	\$243,000	83%	17%	\$201,600	\$41,400	Facility will serve existing and future connections. Project would be completed with or after the re-activation of Pump Station W.
Splitter Box, Oxidation Ditch, Replacement of Existing RAS Pumps and Standby Aerators for Existing Oxidation Ditches	\$3,654,000	83%	17%	\$3,032,200	\$621,800	Project benefits existing and new connections.
New Clarifier Splitter Box, New Clarifier, and New RAS Pump Station at Plant 2	\$2,394,000	0%	100%	\$0	\$2,394,000	Facility needed to provide capacity for new connections.
Secondary Effluent Pump Station Modifications	\$250,000	0%	100%	\$0	\$250,000	Existing capacity is sufficient. Project required after filter is added.
Effluent Filtration	\$4,614,000	83%	17%	\$3,828,800	\$785,200	Project possibly needed in the future for more stringent requirements for reclamation.
Secondary Effluent Equalization	\$680,000	83%	17%	\$564,300	\$115,700	Project possibly needed in the future for more stringent requirements for reclamation.
Revise UV Disinfection Weirs (O&M) (\$10,000)	\$0	83%	17%	\$0	\$0	Project moved to operations budget.
Conduct UV Disinfection Viral Bioassay Tests (O&M) (\$50,000)	\$0	83%	17%	\$0	\$0	Project moved to operations budget.
Additional UV Disinfection	\$1,200,000	0%	100%	\$0	\$1,200,000	Facility needed to provide capacity for new connections.
Add Pump to Export Pump Station	\$100,000	0%	100%	\$0	\$100,000	Facilities needed when peak day flow exceeds 4.0 mgd.
Solids Improvements, Phase 1: One New Solar Drying Pad and One Belt Press	\$1,600,000	83%	17%	\$1,327,700	\$272,300	Project will correct current capacity deficiency.
Solids Improvements, Phase 2: Solar Dryer #3 and Completion of Solar Drying Pad	\$3,050,000	83%	17%	\$2,531,000	\$519,000	Project needed to expand capacity for future connections.
Solar Dryer #4	\$400,000	0%	100%	\$0	\$400,000	Project benefits new connections.
Collection System Pump Station Improvements	\$650,000	83%	17%	\$539,400	\$110,600	Project benefits existing and new connections.
SCADA Improvements	\$350,000	83%	17%	\$280,400	\$69,600	Project benefits existing and new connections.
<b>Total</b>	<b>\$20,607,000</b>			<b>\$13,495,400</b>	<b>\$7,111,600</b>	

**Table 5**  
**Water Expansion Fee Calculation**  
**Town of Discovery Bay**

<b>Expansion Capacity Fee</b>		
Total CIP Cost Allocated to New Connections	\$3,348,200	(Table 3)
Expected Growth in Demand (mgd)	0.66	(Table 1)
<b>Residential Capacity Fee</b>		
Expansion Capacity Fee per EDU		
553 gal/day avg day demand	\$2,720	
<b>Example Nonresidential Capacity Fee</b>		
Expansion Capacity Fee		
1,000 gal/day demand	\$5,100	

**Table 6**  
**Wastewater Expansion Fee Calculation**  
**Town of Discovery Bay**

Total CIP Cost Allocated to New Connections	\$7,111,600	(Table 4)
Expected Growth in Flow (mgd)	0.41	(Table 1)
<b>Residential Capacity Fee</b>		
Expansion Capacity Fee per EDU	\$5,790	
(335 gal/day avg day flow)		
<b>Example Nonresidential Capacity Fee</b>		
Expansion Capacity Fee		
1,000 gal/day flow	\$17,270	

## Recommended Fees

Tables 7 and 8 show the total capacity fees for water and wastewater, respectively, which include both a buy-in portion and an expansion portion. Shown in the tables are the residential capacity fees calculated on an EDU basis and example nonresidential capacity fees based on 1,000 gal/day demand or 1,000 gal/day flow.

The total recommended capacity fee per residential connection is calculated at \$13,760, see Table 9. This fee is comparable to the fee charged by local cities, see Table 10.

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**Table 7**  
**Water Capacity Fee Calculation**  
**Town of Discovery Bay**

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<b>Residential Capacity Fee</b>		
Buy-in Capacity Fee per EDU	\$1,180	(Table 2)
Expansion Capacity Fee per EDU	<u>\$2,720</u>	(Table 5)
(553 gal/day avg day demand)	\$3,900	
<b>Example Nonresidential Capacity Fee</b>		
Buy-in Capacity Fee	\$2,210	
Expansion Capacity Fee	<u>\$5,100</u>	(Table 5)
(1,000 gal/day avg day demand)	\$7,310	

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**Table 8**  
**Wastewater Capacity Fee Calculation**  
**Town of Discovery Bay**

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<b>Residential Capacity Fee</b>		
Buy-in Capacity Fee per EDU	\$4,070	(Table 2)
Expansion Capacity Fee per EDU	<u>\$5,790</u>	(Table 6)
(335 gal/day avg day flow)	\$9,860	
<b>Example Nonresidential Capacity Fee</b>		
Buy-in Capacity Fee	\$12,140	
Expansion Capacity Fee	<u>\$17,270</u>	(Table 6)
(1,000 gal/day avg day flow)	\$29,410	

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**Table 9**  
**Total Residential Capacity Fee**  
**Town of Discovery Bay**

Current Water and Wastewater Capacity Fee (as of 02/23/04)	\$3,086
Residential Capacity Fee per EDU	
Water	
Buy-in	\$1,180
Expansion	<u>\$2,720</u>
Total Water	\$3,900
Wastewater	
Buy-in	\$4,070
Expansion	<u>\$5,790</u>
Total Wastewater	\$9,860
Total Residential Capacity Fee per EDU*	\$13,760

\*Capacity fees will be adjusted annually based on the percent change in the Engineering News Record's Construction Cost Index for San Francisco.

**Table 10**  
**Residential Capacity Fee Survey**  
**Town of Discovery Bay**

Community	Water	Wastewater	Total
Manteca (1)	\$3,685.00	\$6,471.00	\$10,156.00
Stockton (2)	\$6,436.00	\$2,100.00 to \$5,700.00	\$10,336.00
Brentwood (3)	\$7,135.87	\$4,260.78	\$11,396.65
Oakley (Ironhouse SD, Diablo WD) (4)	\$5,854.00	\$6,819.53	\$12,673.53
Antioch (Delta Diablo SD) (5)	\$5,900.49	\$7,262.50	\$13,162.99
Pittsburg (Delta Diablo SD) (6)	\$2,230.00 to \$8,410.00	\$8,472.91	\$13,472.91
Rio Vista (7)	\$5,950.00	\$7,578.19	\$13,528.19
<b>Town of Discovery Bay</b>	<b>\$3,900.00</b>	<b>\$9,860.00</b>	<b>\$13,760.00</b>
Lathrop (Manteca WQCF) (8)	\$3,546.00	\$11,814.00	\$15,360.00

(1) Sewer fee varies based on sewer zone. Sewer fee shown for Zone 24.

(2) Fees effective through 06/30/12. Wastewater fee varies based on development area.

(3) Fees effective 07/01/10.

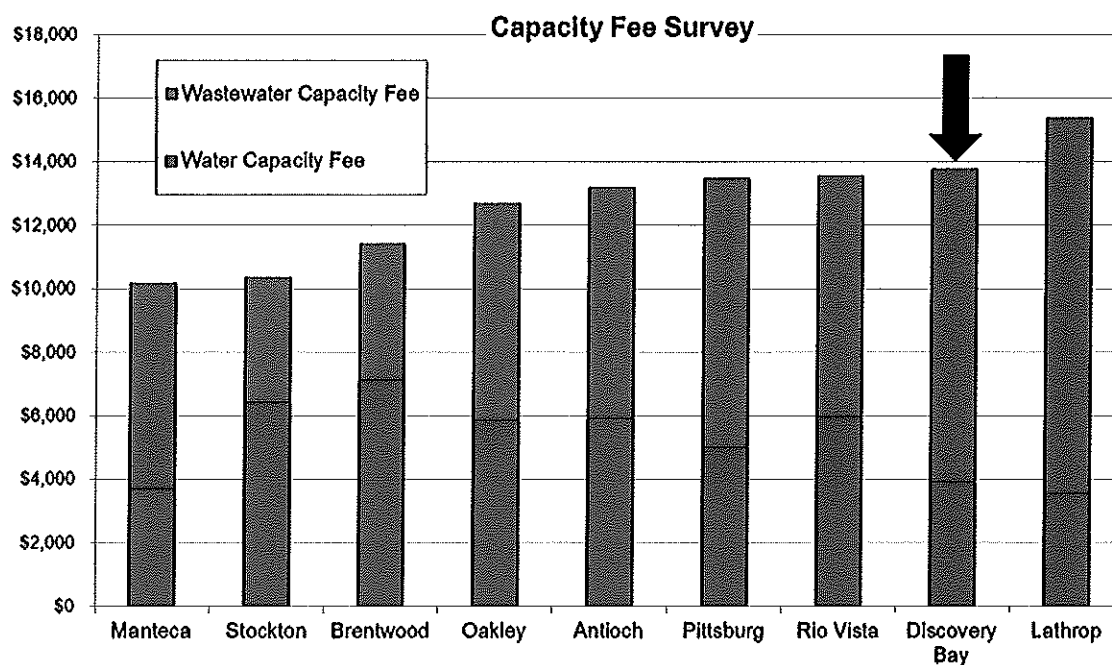
(4) City of Oakley is served by the Ironhouse Sanitary District and the Diablo Water District. The Ironhouse Sanitary District fee is effective 05/05/10. The Diablo Water District fee is for new developments west of Jersey Island Road.

(5) City of Antioch water and sewer connection fees effective 07/01/12. Wastewater treatment is provided by Delta Diablo Sanitation District. Wastewater treatment capacity fee effective 07/08/11.

(6) Water fee current until 11/01/12. Fee varies based on development area. Sewer fee effective 11/01/11. Wastewater treatment is provided by Delta Diablo Sanitation District. Wastewater treatment capacity fee effective 07/08/11.

(7) Fees last updated in 2009.

(8) Fees effective 01/01/12. Fees shown for the East Lathrop development. Fees vary for other development areas. Wastewater treatment is provided by the Manteca Water Quality Control Facility.



The nonresidential capacity fees are proportional to the water demand and wastewater flow of a typical residential customer. When a new nonresidential customer connects to the system, the Town should scale the capacity fees to the predicted demand and flow of that customer with a minimum fee based on 200 gallons per day water use and 180 gallons per day wastewater flow. The minimum capacity fee is about 49% of the residential capacity fee. Example capacity fees for nonresidential customers are shown in Table 11. For the typical nonresidential customer about 90% of water used flows into the sewer. Commercial customers typically have little to no outdoor irrigation.

**Table 11**  
**Example Nonresidential Capacity Fees**  
**Town of Discovery Bay**

**Nonresidential Capacity Fee**

Water (per 1,000 gal/day demand)	\$7,310	(Table 7)
Wastewater (per 1,000 gal/day avg day flow)	\$29,410	(Table 8)

**EXAMPLES**

**Small Office (Minimum Charge)**

Water (200 gal/day demand)	\$1,462	(\$7,310 x (200 gal/1,000 gal))
Wastewater (180 gal/day avg day flow)	<u>\$5,294</u>	(\$29,410 x (180 gal/1,000 gal))
<b>Total Capacity Fee</b>	<b>\$6,756</b>	

**4-Unit Shopping Center**

Water (2,000 gal/day demand)	\$14,620	(\$7,310 x (2,000 gal/1,000 gal))
Wastewater (1,800 gal/day avg day flow)	<u>\$52,938</u>	(\$29,410 x (1,800 gal/1,000 gal))
<b>Total Capacity Fee</b>	<b>\$67,558</b>	

## Implementation

Capacity fees are collected at the time of connection to the Town's water system and sewer collection system. To ensure continued adequate implementation of the fee, the Town should:

- Maintain an annual Capital Improvement Program budget to indicate where fees are being expended to accommodate growth.
- Comply with the annual and five-year reporting requirements of Government Code 66000 et seq.
- Annually adjust capacity fees using an appropriate construction cost index. Capacity fees should be adjusted regularly to prevent them from falling behind the costs of constructing new facilities. The Engineering News Record magazine publishes Construction Cost Indices (CCIs) monthly for 20 major U.S. cities including San Francisco and an average of 20 cities around the U.S. These indices can be used to estimate the change in the construction cost of facilities, and the Town's capacity fees should be adjusted annually by the change in the ENR CCI for San Francisco.

## Credit for Committed Capacity

The capacity fee shown in Table 9 is a general fee that fully recoups the Town's cost of facilities for future customers. Hofmann has contributed a number of facilities to the Town and is owed credit for these facilities as described in the Town's Ordinance No. 19, in the Reimbursement Agreement for Discovery Bay West, and contractual arrangements with the Town. The credit owed to Hofmann is in the form of committed capacity/EDUs.

The committed capacity shown in Table 1 is capacity reserved by Hofmann and is treated as existing capacity for the purpose of calculating the capacity fees. BWA's understanding is that Hofmann is obligated to pay \$297 per committed water EDU and \$2,789 per committed wastewater EDU per a contractual agreement with the Town.

At the time of the writing of this memorandum, Hofmann intends to build an estimated 702 homes. Hofmann is owed 284 EDUs of water committed capacity. Therefore, for the first 284 homes built, Hofmann is obligated to pay \$297 per water EDU. For all homes beyond the first 284, Hofmann will exceed its committed water capacity and should pay the water capacity recommended in Table 9.

Hofmann is also owed 621 EDUs of wastewater committed capacity. Therefore, for the first 621 homes built, Hofmann is obligated to pay \$2,789 per wastewater EDU. For all homes beyond the first 621, Hofmann will exceed its committed wastewater capacity and should pay the wastewater capacity fee recommended in Table 9. See Table 12 for a description of the Hofmann credits and capacity fees.



**Table 12**  
**Hofmann Proposed Development**  
**Town of Discovery Bay**

Hofmann Proposed Development	Water Capacity Fee (per EDU)	Wastewater Capacity Fee (per EDU)	Total Capacity Fee (per EDU)	Notes
First 284 EDUs	\$297	\$2,789	\$3,086	Hofmann is obligated to pay \$297 per water EDU and \$2,789 per wastewater EDU for committed capacity per a contractual agreement between the Town and Hofmann.
Next 337 EDUs	\$3,900	\$2,789	\$6,689	Water EDUs exceed committed capacity to Hofmann. Wastewater EDUs included in committed capacity to Hofmann.
Over 621 EDUs	\$3,900	\$9,860	\$13,760	Exceeds committed capacity to Hofmann.

## **Appendix A – Replacement Cost New Less Depreciation of Existing Facilities**

Asset	Property Description	Date In Service	Net Book Value	Replacement Cost New Less Depreciation
Location: Buildings & Improvements				
<b>SHARED</b>				
2	Treatment Plant Buildings	12/1/1993	\$44,297	\$71,017
5	Improvements -Office	9/27/1998	\$3,294	\$5,082
6	Flooring for Office	10/28/1998	\$0	\$0
58	Mow Field	5/17/2000	\$0	\$0
59	Land Survey	5/17/2000	\$0	\$0
276	Mobile Modular Mgmt-25% Contra	11/26/2002	\$1,739	\$2,441
312	Pymt. of Mobile Modulares	2/19/2003	\$10,406	\$14,138
<b>WATER</b>				
32	Reroof Wells 5 & 2	11/1/1999	Not included	Not included
64	Landscape/Centex Well Site	6/7/2000	Not included	Not included
<b>WASTEWATER</b>				
39	Landscape/Lift Station F	1/5/2000	\$22	\$34
82	Carport for Trailers WWTP	11/13/2000	\$10,853	\$16,536
86	Emergency Road WWTP Expansior	3/14/2001	\$4,450	\$6,205
723	Electrical Panel LS #F	10/31/2008	\$10,456	\$11,021
761	UV Water Purification System	3/29/2010	\$407,275	\$434,796
766	UV System Design	6/30/2010	\$48,120	\$50,466
767	UV System & Bypass Pipeline	6/30/2010	\$96,040	\$100,723
770	UV System & Bypass Pipeline	9/30/2010	\$254,007	\$266,774
774	UV Water Purification System -Ref	9/15/2010	\$41,212	\$43,284
776	UV System Programming	3/22/2011	<u>\$5,349</u>	<u>\$5,473</u>
			\$937,523	\$1,027,991
Location: Operations Building				
<b>SHARED</b>				
607	Lumber and Matelials	6/30/2005	\$5,065	\$6,351
612	Gypsum, Drywa11, Screws & Fibergl	9/23/2005	\$1,882	\$2,332
615	Warehouse Racks	11/8/2005	\$1,601	\$1,971
618	Install AC/Heater	12/6/2005	\$2,334	\$2,864
621	Install ACIHeater	1/6/2006	\$1,257	\$1,541
627	Office Doors	3/13/2006	\$522	\$642
629	Install Wallboard	3/21/2006	\$3,588	\$4,412
632	Electrical	3/31/2006	\$1,444	\$1,776
633	Toilet Fixtures	4/4/2006	\$455	\$559
635	Light Fixtures/Tile/Bathroom Rema	4/6/2006	\$5,182	\$6,371
636	Electrical	4/10/2006	\$2,319	\$2,851
638	Ceilings at Ops. Building	4/11/2006	\$3,148	\$3,871
646	Supplies for Ops Bldg Remodel	5/6/2006	\$456	\$560
648	Wire A/C for Ops Bldg	5/8/2006	\$433	\$533
654	Cabinets for Breakroom Kitchen	6/9/2006	\$2,177	\$2,679
660	Labor & Materials	6/30/2006	\$3,616	\$4,449
666	Lockers/Bo1lards/Cabinets	8/6/2006	\$2,310	\$2,835
778	District Office Roof	5/22/2011	<u>\$14,545</u>	<u>\$14,866</u>
			\$52,334	\$61,463
Location: Wastewater Treat. Plant 2				
<b>WASTEWATER</b>				
671	Entry Paving-Enlarge WWTP#2 Er	9/21/2006	\$4,808	\$5,898
674	Chain Link Fence @ WWTP#2	10/16/2006	<u>\$3,178</u>	<u>\$3,627</u>
			\$7,986	\$9,525
Location: Wetlands				
<b>WASTEWATER</b>				
690	T-Posts (Wetlands)	4/16/2007	\$539	\$615
691	PVC Parts (Wetlands)	4/20/2007	<u>\$3,050</u>	<u>\$3,480</u>
			\$3,590	\$4,096
Location: Willow Lake WT Facility				
<b>WATER</b>				
747	50 ft. 8' Chain Link Fence	8/11/2009	\$1,064	\$1,136
Group: CIP-Water				
Location: Treatment and Collections				
<b>WATER</b>				
739	Well & Pump Station #6 Design	6/30/2009	\$157,101	\$167,588
744	Well #6 Support Pad & Surge Tank	7/14/2009	\$6,989	\$7,465

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
745	Well#6-Surge Tank Foundation	7/13/2009	\$9,877	\$10,550
764	Flowserve Submersible Well Pump	6/10/2010	\$126,713	\$132,891
765	Well & Pump Station #6 Design & I	6/30/2010	\$579,445	\$607,700
771	Well & Pump Station #6 Design/Co	11/29/2010	<u>\$18,584</u>	<u>\$19,065</u>
			\$898,708	\$945,259
Location: Equipment				
SHARED				
8	Gonnan Rupp Pump on Tire Kit	2/12/1999	\$0	\$0
10	Onan 45 Kilowatt Generator	5/5/1999	\$0	\$0
11	Water Leak Detector	5/13/1999	\$0	\$0
22	350K W Generator	9/15/1999	\$0	\$0
216	Misc. Equipment	6/30/2002	\$0	\$0
372	WB Equip -Bobcat Tractor Carriag	10/16/2003	\$0	\$0
386	Gehl Tractor	12/26/2003	\$0	\$0
508	1995 Int'18200 Truck (Schow's)	7/28/2004	\$173	\$230
542	15ft Truck Mount Conveyor	9/27/2004	\$882	\$1,176
582	Trailer w/Storage box and Trash Pu:	2/22/2005	\$646	\$816
610	Continental Cargo Hauler	8/31/2005	\$459	\$577
611	Continental Cargo Hauler Accessori	8/31/2005	\$46	\$58
663	Portable Fuel Trailer	8/1/2006	\$4,386	\$5,382
664	SoundSens 2 System-Water Leak SI	7/21/2006	\$4,499	\$5,525
665	2006 Chevy CC5500 Chassis-Teles(	7/14/2006	\$36,700	\$45,068
672	Zodiac Inflatable Boat	10/11/2006	\$593	\$677
676	9 CCTV Video Cameras (Labor)	10/25/2006	\$4,484	\$5,118
679	CCTV Video Camera Equipment	10/31/2006	\$17,561	\$20,044
680	Texas Bragg Trailer	10/26/2006	\$2,657	\$3,032
682	Battery System on Fuel Trailer	11/21/2006	\$90	\$102
684	Fire Hydrant	12/5/2006	\$626	\$713
697	Data Logger -Water Leak Survey T	7/20/2007	\$4,545	\$5,204
701	CCTV Video Camera Equipment	9/18/2007	\$10,813	\$12,369
704	Concrete Meter Lid w/probes	11/30/2007	\$384	\$437
705	Vaughan Base Plate & Motor Stand	11/14/2007	\$6,145	\$6,991
710	Portable Video System	3/4/2008	\$7,329	\$8,318
713	Mosaic Gateway	5/20/2008	\$2,271	\$2,571
715	6 Multiparameter Probes, 2 Eagle E	6/4/2008	\$22,243	\$25,065
724	RouteStar Install	2/17/2009	\$3,000	\$3,194
728	Generator -Switch Gear	2/19/2009	\$2,775	\$2,954
729	LS #F Level Controller	4/15/2009	\$407	\$433
730	LS #F Remote Control	4/15/2009	\$1,018	\$1,084
734	Lids With Probe	6/25/2009	\$1,004	\$1,071
752	Generator w/Trailer & Fuel Cell	9/18/2009	\$20,757	\$22,169
758	Caterpillar Forklift	3/3/2010	\$5,870	\$6,267
768	Thennosystem Electric Mole (I)	9/28/2010	\$39,412	\$41,393
780	ThennoSystem Electric Mole (1)	6/1/2011	\$19,338	\$19,753
WATER				
24	Transfer Panel Well 5	10/6/1999	\$0	Not included
25	Generator Design	10/6/1999	\$0	Not included
38	Spare Motor/Rebuild Well 5	1/1/2000	\$0	Not included
40	Cables for Generator Well 5	1/5/2000	\$0	Not included
60	Fairbanks Morse Pump	5/17/2000	\$0	Not included
83	Emergency Generator	11/14/2000	\$0	Not included
131	Labor to supply lights for generator:	11/26/2001	\$25	Not included
145	Fencing @ future well site	1/4/2002	\$441	\$619
678	Security Cameras for Water Sites	10/31/2006	\$8,649	\$9,872
700	New Generator-Well IB&2	10/11/2007	\$48,660	Not included
WASTEWATER				
116	Generator for Lift Stations	10/24/2001	\$1,287	\$1,794
161	Sludge Lagoon Pumper -IOYears	3/12/2002	<u>\$16,018</u>	<u>\$22,483</u>
			\$296,190	\$282,559
Location: Wetlands				
WASTEWATER				
720	Sampler Equipment	7/18/2008	\$8,961	\$10,022
Location: Land				
WATER				
79	Property for Willow Lake WT Fac	10/4/2000	\$92,000	\$92,000

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
<b>WASTEWATER</b>				
1	Treatment Plant Land	7/1/1993	<u>\$175,000</u>	<u>\$175,000</u>
			\$267,000	\$267,000

Location: Office Furniture & Equip.

**SHARED**

4	Desk & Hutch	9/11/1998	\$0	\$0
9	Excel File Cabinet from County	5/5/1999	\$0	\$0
31	Computer-Office	11/1/1999	\$0	\$0
94	Dell Computer-Calista	6/21/2001	\$0	\$0
269	Contra Costa Cty-Application Revit	11/7/2002	\$0	\$0
289	Deck & Railing MobileMobile	12/17/2002	\$0	\$0
300	Rock for Mobile Modular Pad	1/11/2003	\$0	\$0
301	Rip Rock for Mobile Modulares	1/14/2003	\$0	\$0
302	Rip Rock for Mobile Modulares	1/14/2003	\$0	\$0
320	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
321	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
322	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
323	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
324	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
325	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
326	Electrical Equip. for Mobiles	3/6/2003	\$0	\$0
334	Electrical Equip. for Mobiles	4/1/2003	\$0	\$0
335	Parts/Material/Labor for Electrical	4/1/2003	\$0	\$0
603	Vtech Phone Handset	10/7/2004	\$0	\$0
604	Iris Color Business Card Reader	10/14/2004	\$0	\$0
605	Dell Precision Workstation Comp-	10/25/2004	\$0	\$0
606	Office 2003 Software	10/29/2004	\$0	\$0
616	Color Copier	11/8/2005	\$0	\$0
673	HP Computer&Monitor for Securit)	10/12/2006	\$150	\$172
699	Caselle Software Program	8/10/2007	\$0	\$0
756	Ricoh Copier	1/21/2010	<u>\$7,414</u>	<u>\$7,921</u>
			\$7,564	\$8,093

Location: Golf Course

**WASTEWATER**

743	Golf Course Valve Station	7/1/2009	\$502,600	\$536,852
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Location: Sewage Lift Station

**WASTEWATER**

114	Lakeshore Pump Station Pump Station	10/15/2001	\$160	\$223
127	A&E Engineering	11/9/2001	\$64	\$89
215	Lakeshore Lift Station SCADA	6/30/2002	\$238	\$334
224	Tech Knowison-from AIP Search	7/25/2002	\$578	\$811
233	Lakeshore Sewage Lift Station	8/8/2002	\$394,929	\$554,333
287	Newport Sewage Lift Station	12/13/2002	\$715,319	\$971,812
608	Lakes Village III Lift Station	11/9/2004	\$434,942	\$579,949
661	Lakes Village IV Lift Station	12/19/2005	\$505,834	\$620,785
696	Newport Lift Station Upgrade	10/2/2006	<u>\$822,140</u>	<u>\$938,397</u>
			\$2,874,205	\$3,666,734

Location: Wetlands

**WASTEWATER**

693	Wetlands Project Structure & Mater	5/6/2007	\$4,022	\$4,581
703	Concrete pad at bottom of pond-WA	11/13/2007	\$15,785	\$17,957
718	Wetlands Solar System	7/24/2008	<u>\$1,322</u>	<u>\$1,478</u>
			\$21,128	\$24,016

Location: Water Treatment Plant

**WATER**

286	Newport Water Treatment Plant	12/13/2002	\$1,996,038	\$2,711,758
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Location: Biosolids Handling Proj.

**WASTEWATER**

153	Solids Engineering	2/1/2002	\$36	\$51
170	Solids Engineering	4/2/2002	\$1,548	\$2,173
173	Solids Engineering	4/3/2002	\$504	\$707
199	Solids Engineering	5/31/2002	\$2,844	\$3,992
210	Solids Engineering	6/28/2002	\$1,188	\$1,668

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
231	Solids Engineering	7/31/2002	\$1,350	\$1,895
246	Solids Engineering	9/3/2002	\$2,160	\$3,032
259	Solids Engineering	10/3/2002	\$1,836	\$2,577
272	Solids Engineering	11/11/2002	\$3,708	\$5,205
283	Solids Engineering	12/9/2002	\$720	\$978
296	Biological Consultant	1/3/2003	\$882	\$1,198
299	Solids Engineering	1/5/2003	\$1,044	\$1,418
309	Solids Engineering	2/4/2003	\$1,697	\$2,305
317	Biological Consultant	3/3/2003	\$808	\$1,098
319	Solids Engineering	3/4/2003	\$1,475	\$2,004
339	Solids Engineering	4/7/2003	\$3,288	\$4,467
345	Solids Engineering	5/7/2003	\$2,339	\$3,178
346	Biological Consultant	5/7/2003	\$216	\$293
350	Biological Consultant	6/4/2003	\$296	\$402
352	Solids Engineering	6/7/2003	\$716	\$972
361	Solids Engineering -Service Date 6	6/30/2003	\$3,060	\$4,157
362	Biological Consultant	6/30/2003	\$1,224	\$1,662
376	Mountain Cascade Concrete	11/14/2003	\$3,696	\$5,021
385	Kleinfelder -Engineering WWTP	12/22/2003	\$239	\$319
389	Ag-Con Construction and Labor	1/22/2004	\$490	\$654
390	Parks on Const. -Thenno System	1/30/2004	\$309,488	\$412,669
391	Conco -Billing #1 Proj. 230300	2/3/2004	\$61,344	\$81,796
392	Bay Area Air Quality Mgmt. Study	2/5/2004	\$808	\$1,077
393	Kleinfelder -Engineering WWTP	2/5/2004	\$386	\$515
394	Kanberg Concs. -Metal Shade	2/5/2004	\$2,475	\$3,300
397	Conco -Billing #2 Proj. 230300	2/10/2004	\$122,247	\$163,003
399	Kleinfelder -Engineering WWTP	3/8/2004	\$1,328	\$1,771
400	Parkson Const. -Thenno System	3/8/2004	\$19,408	\$25,879
401	Kleinfelder -Engineering WWTP	3/18/2004	\$656	\$875
404	Conco -Billing #3 Proj. 230300	3/23/2004	\$119,664	\$159,559
409	Solids engineering support	4/13/2004	\$2,099	\$2,799
410	Kleinfelder Engineering WWTP	4/14/2004	\$2,726	\$3,635
411	Kleinfelder -Engineering WWTP	4/14/2004	\$573	\$765
413	Con J. Franke Electric -Materials	4/15/2004	\$25,920	\$34,562
414	Aeromod -Monobelt Filter Press	4/15/2004	\$79,293	\$105,729
415	Kannberg Construction -Metal Sh&	4/15/2004	\$8,524	\$11,366
416	Aero-Mod. Filter Press Legs	4/27/2004	\$120	\$160
420	Conco -Billing #4 Proj. 230300	4/27/2004	\$117,720	\$156,967
421	Solids engineering support	4/27/2004	\$3,010	\$4,013
423	Deposit for Truck/Trailer	5/6/2004	\$775	\$1,033
425	Ag-Con Const. -Bond Insurance up,	5/13/2004	\$5,112	\$6,816
428	Conco -Billing #5 Proj. 230300	5/25/2004	\$106,661	\$142,221
429	Ag-Con Column set-up, Roof glaze(	5/25/2004	\$29,995	\$39,995
430	Solids engineering support	5/25/2004	\$4,415	\$5,887
436	Solids engineering support	6/30/2004	\$6,752	\$9,003
477	Con Franke Electric-Job#23034	5/19/2004	\$47,110	\$62,816
478	Conco West -Billing#6	5/28/2004	\$55,177	\$73,573
480	Ag-Con-Sidewalls & Interior Partiti	6/2/2004	\$21,531	\$28,709
482	Solids Master Planning -Herwitt In	8/5/2003	\$4,664	\$6,337
483	Solids Master Planning -Herwitt In	9/3/2003	\$11,486	\$15,604
484	Solids Master Planning -Herwitt In	10/31/2003	\$7,797	\$10,592
485	Solids Engineering Support -Herwi	12/5/2003	\$8,118	\$10,824
486	Solids Engineering Support -Herwi	12/5/2003	\$3,546	\$4,728
487	Solids Engineering Support -Herwi	1/8/2004	\$2,304	\$3,072
488	Solids Engineering Support -Herwi	2/8/2004	\$2,732	\$3,643
489	Con J. Franke Electric -Materials	6/18/2004	\$17,828	\$23,771
507	Con Franke Electric -Inv#21813	7/20/2004	\$29,688	\$39,585
509	Ag-Con Construction -Inv#4808	7/28/2004	\$1,250	\$1,667
510	Conco West -Inv#4427	7/30/2004	\$34,164	\$45,554
511	Herwitt Engineering -Inv#48	7/31/2004	\$4,446	\$5,928
516	Parkson Corp -Inv#8040007 & 804	8/10/2004	\$25,607	\$34,145
517	Kannberg Construction Con	8/12/2004	\$5,525	\$7,367
518	Franke Electric -Inv#21860	8/18/2004	\$30,354	\$40,473
519	Herwitt Engineering -Inv#47	8/18/2004	\$6,415	\$8,553
522	Ag-Con -retention on inv#4755 &	8/19/2004	\$2,414	\$3,219
523	Cor-co West -Inv#4465	8/25/2004	\$22,163	\$29,552
532	Herwitt Engineering -Inv#49	9/10/2004	\$3,197	\$4,263

Asset	Property Description	Date In Service	Net Book Value	Replacement Cost New Less Depreciation
539	Con J. Franke Electric -Inv#21908	9/20/2004	\$553	\$738
543	Load Contractor 20A Mini 3 Pole	9/29/2004	\$109	\$145
549	Herwitt Engineering -Inv#50	10/10/2004	\$1,004	\$1,338
550	Conco West -Inv#4470	10/11/2004	\$2,966	\$3,954
551	Conco West -Retention on Inv#438	10/11/2004	\$6,216	\$8,288
552	Steel for Bldg -Guntert Steel	10/19/2004	\$556	\$741
553	Con Franke -Retention on Inv#217.	10/20/2004	\$7,349	\$9,799
559	Con J. Franke Electric -Inv#21948	11/4/2004	\$367	\$489
562	Herwitt Engineering -Inv#51	11/8/2004	\$1,613	\$2,151
563	Shade Cover on West Side -Kannel	11/10/2004	\$2,056	\$2,741
564	2 Overhead lights&Relocate Alarm	11/23/2004	\$508	\$678
569	Herwitt Engineering -Inv#52	12/9/2004	\$1,864	\$2,352
577	Herwitt Engineering -Inv#53	1/11/2005	\$366	\$462
578	15 Gallon Chemical Tank	1/13/2005	\$0	\$0
586	Herwit Engineering -Inv#55	3/4/2005	\$657	\$829
588	Kleinfelder -Inv#236122	3/16/2005	\$142	\$179
590	Convex Mirror	3/23/2005	\$70	\$88
591	Kleinfelder -Inv#173091	3/25/2005	\$1,022	\$1,290
592	Stainless Steel Rear Cross View	3/28/2005	\$58	\$73
593	PVC, Insulation	4/11/2005	\$19	\$24
595	Materials -Brentwood Ace Hardware	5/19/2005	\$28	\$35
596	Hose, Adaptors and Clamps	5/20/2005	\$1,340	\$1,684
597	Moisture Analyzer	5/20/2005	\$0	\$0
644	PVC for Bio-Solids	5/6/2006	\$36	\$44
647	Plumbing Parts/PVC	5/8/2006	\$35	\$43
649	Paint for Bio-Solids	5/9/2006	\$0	\$0
655	Sheet Metal for Expansion Joints	6/19/2006	\$26	\$33
656	Tests for Bio-Solids	6/23/2006	\$2,179	\$2,681
657	Paint	6/26/2006	\$0	\$0
658	Threadlocker	6/28/2006	\$0	\$0
			\$1,447,518	\$1,931,683

Location: Discharge Pipeline

#### WASTEWATER

89	NYRSamples	4/25/2001	\$430	\$599
96	Engineering Services	6/30/2001	\$1,725	\$2,406
97	Copper Discharge Study Testing	6/30/2001	\$2,714	\$3,785
117	Testing for Copper Study	10/25/2001	\$40	\$56
119	NTRStudy	11/1/2001	\$903	\$1,260
120	NTRStudy	11/1/2001	\$21	\$29
121	Engineering for Copper Study	11/1/2001	\$175	\$244
124	Testing for Copper Study	11/5/2001	\$40	\$56
126	Copper discharge study consulting	11/9/2001	\$555	\$773
129	Testing for copper study	11/20/2001	\$40	\$56
139	Testing for Copper Study	12/13/2001	\$40	\$56
143	Testing for Copper Study	12/31/2001	\$40	\$56
149	Testing for Copper Study	1/16/2002	\$40	\$56
157	Testing for Copper Study	2/19/2002	\$40	\$56
158	Testing for Copper Study	2/28/2002	\$40	\$56
162	Testing for Copper Study	3/19/2002	\$40	\$56
167	Testing for Copper Study	3/29/2002	\$53	\$75
169	Copper discharge study consulting	4/2/2002	\$293	\$412
172	Copper Discharge Study Consulting	4/3/2002	\$53	\$75
184	Testing for Copper Study	4/29/2002	\$53	\$75
186	Testing for Copper Study	5/7/2002	\$53	\$75
191	Testing for Copper Study	5/20/2002	\$53	\$75
198	Copper discharge study consulting	5/31/2002	\$320	\$449
209	Copper Discharge Study Consulting	6/28/2002	\$160	\$225
245	Herwitt Engineering	9/3/2002	\$14,794	\$20,765
258	Herwitt Engineering	10/3/2002	\$583	\$818
271	Herwitt Engineering	11/11/2002	\$14,455	\$20,289
282	Herwitt Engineering	12/9/2002	\$1,165	\$1,582
298	Herwitt Engineering	1/5/2003	\$7,612	\$10,342
308	Herwitt Engineering	2/4/2003	\$30,723	\$41,739
316	EIP Associates-Consultant	2/28/2003	\$4,012	\$5,451
332	EIP Associates-Consultant	3/26/2003	\$3,096	\$4,206
342	EIP Associates-Consultant	4/23/2003	\$3,513	\$4,773

Asset	Property Description	Date In Service	Net Book Value	Replacement Cost New Less Depreciation
348	EIP Associates-Consultant	5/22/2003	\$3,409	\$4,632
356	EIP Associates-Consultant	6/27/2003	\$6,071	\$8,248
359	Herwitt Engineering	6/30/2003	\$540	\$734
360	EIP Associates-Consultant	6/30/2003	\$4,444	\$6,038
364	EIP Associates -Consultant	9/4/2003	\$3,160	\$4,293
368	Kleinfelder -Consultant	9/18/2003	\$218	\$296
371	EIP Associates -Consultant	10/16/2003	\$1,915	\$2,602
373	Kleinfelder -Consultant	11/6/2003	\$1,426	\$1,937
374	Kleinfelder -Consultant	11/6/2003	\$636	\$864
382	Moore Biological Consultants	12/4/2003	\$124	\$165
384	EIP Associates -Consultant	12/18/2003	\$743	\$991
398	Kleinfelder -Consultant	3/8/2004	\$4,583	\$6,111
402	Dept. of Fish & Game Diffuser	3/20/2004	\$638	\$850
403	Roessler Assoc. -Appraisal	3/20/2004	\$2,888	\$3,850
405	State Water Resources -Pennit	3/25/2004	\$413	\$550
408	Herwitt Engineering	4/13/2004	\$17,651	\$23,536
418	Kleinfelder -Consultant	4/27/2004	\$22,648	\$30,198
419	Herwitt Engineering	4/27/2004	\$24,722	\$32,964
427	Herwitt Engineering	5/25/2004	\$9,974	\$13,300
433	Filing Fee	6/10/2004	\$4,971	\$6,628
435	Herwitt Engineering #46	6/30/2004	\$3,698	\$4,931
479	DB STP Export Pump Station	6/1/2004	\$47,409	\$63,214
481	Herwitt Engineering #47	6/30/2004	\$31,354	\$41,807
490	Herwitt Engineering -Inv.#36	8/5/2003	\$2,991	\$4,063
491	Herwitt Engineering -Inv#37	9/3/2003	\$1,464	\$1,989
492	Herwitt Engineering -Inv #38	10/31/2003	\$990	\$1,345
493	Herwitt Engineering -Inv #39	12/5/2003	\$13,769	\$18,360
494	Herwitt Engineering -Inv #40	12/5/2003	\$2,661	\$3,548
495	Herwitt Engineering -Inv #41	1/8/2004	\$743	\$990
496	Herwitt Engineering -Inv #42	2/8/2004	\$8,984	\$11,980
503	Clayborn Contracting -inv#40 13-2	7/1/2004	\$97,634	\$130,184
504	Kleinfelder -Consultant -Inv#1847	7/7/2004	\$1,410	\$1,879
505	Towill Surveying -Inv#691	7/8/2004	\$2,578	\$3,438
506	Kleinfelder -Consultant -Inv#1788	7/8/2004	\$231	\$309
512	Towill Surveying -Inv#7102	7/31/2004	\$3,576	\$4,768
513	Herwitt Engineering -Inv#48	7/31/2004	\$19,153	\$25,539
514	Clayborn Contracting -Inv#4013-0:	8/1/2004	\$91,906	\$122,547
515	Kleinfelder Consulting -Inv#19051	8/4/2004	\$702	\$937
520	Komex-H2O Science -Inv#1000000	8/20/2004	\$26,058	\$34,746
521	Property Reserve-Export Pipeline t	8/24/2004	\$1,696	\$2,261
524	Pipeline Valves -Wilson & Sons (It	8/31/2004	\$3,897	\$5,196
526	Clayborn Contracting -Inv#4013-0'	9/1/2004	\$62,316	\$83,091
527	Moore Biologist Consultants	9/3/2004	\$939	\$1,252
528	Towill-Surveying & Staking -Inv#	9/4/2004	\$2,003	\$2,671
529	Ferguson Enterprises -Inv#2777 I 0	9/9/2004	\$50,394	\$67,195
530	Herwitt Engineering -Inv#49	9/10/2004	\$12,062	\$16,084
531	Materials -Red Valve Inv#285023	9/10/2004	\$13,512	\$18,016
533	Materials -Ferguson Enterprises In'	9/14/2004	\$13,140	\$17,521
534	Materials -Ferguson Enterprises In'	9/14/2004	\$579	\$772
535	Materials -Red Valve Inv#285194	9/16/2004	\$15,139	\$20,187
536	Old River Bathymetric Survey	9/16/2004	\$4,138	\$5,518
537	Materials -Red Valve Inv.#285160	9/16/2004	\$15,558	\$20,745
540	Fabricated Piping -lifco Inv#8452	9/22/2004	\$103,930	\$138,580
541	Mobilization & 16 Pipe -Tideland	9/25/2004	\$191,520	\$255,372
544	18 Diameter Outfall & Dual 30" 0 "	9/30/2004	\$338,969	\$451,980
545	Clayborn Contracting -Appl#5	10/1/2004	\$117,795	\$157,067
546	Steel -lifco Inv#8506	10/6/2004	\$51,754	\$69,008
547	Towill Surveying -Inv#582	10/7/2004	\$9,397	\$12,530
548	Herwitt Engineering -Inv#50	10/10/2004	\$9,121	\$12,162
555	Kleinfelder -Inv#208369	10/24/2004	\$309	\$412
556	Tidelands Const -Appl#1	10/25/2004	\$47,532	\$63,378
557	Analysis -Frontier GeoSciences 1m	10/31/2004	\$142	\$189
558	Clayborn Contracting -Inv#4013-01	11/1/2004	\$143,816	\$191,764
560	Dutra Constr -MC-41 I Appl#2	11/5/2004	\$296,953	\$395,956
561	Herwitt Engineering -Inv#51	11/8/2004	\$3,483	\$4,645
566	Kleinfelder Inv#214627	11/23/2004	\$159	\$212
567	Clayborn Contracting -Appl#7	12/1/2004	\$52,673	\$66,482



Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
568	Herwitt Engineering -InV#52	12/9/2004	\$1,470	\$1,856
570	PVC Parts -General Plumbing	12/15/2004	\$161	\$203
571	PVC Parts -General Plumbing	12/20/2004	\$19	\$24
575	Clayborn Contracting -Appl#8	1/1/2005	\$20,788	\$26,234
576	Herwitt Engineering -InV#53	1/11/2005	\$4,491	\$5,668
580	Sherrill Big Shot Deluxe Kit -Rescl	1/25/2005	\$253	\$319
581	Herwit Engineering -InV#54	2/3/2005	\$1,247	\$1,573
583	Clayborn Contracting -Inv#4013-0'	2/25/2005	\$8,459	\$10,675
584	Dutra Constr -Appl#3	12/22/2004	\$43,872	\$55,374
585	Pernlit Agreements	3/1/2005	\$1,933	\$2,440
589	Kleinfelder InV#236122	3/16/2005	\$182	\$230
594	Clayborn Contracting -retention	5/17/2005	\$5,414	\$6,807
598	Clayborn Contracting -Inv#4013-11	5/31/2005	\$4,579	\$5,757
			\$2,212,155	\$2,943,792

Location: Treatment and Collections

SHARED

3	Treatment and Collections System	7/1/1993	\$2,084,281	\$3,438,750
7	Telemetry System Upgrades	1/1/1999	\$2,529	\$3,837
14	SCADA	7/1/1999	\$0	\$0
16	SCADA	8/18/1999	\$0	\$0
17	SCADA	8/27/1999	\$0	\$0
21	SCADA	9/1/1999	\$0	\$0
23	SCADA	9/15/1999	\$0	\$0
26	Spare Level Transducers	10/6/1999	\$0	\$0
27	SCADA/Smoke Alarms	10/6/1999	\$0	\$0
28	SCADA/Printer	10/6/1999	\$0	\$0
29	SCADA	10/20/1999	\$0	\$0
30	SCADA	10/20/1999	\$0	\$0
33	Elevate Manhole	11/3/1999	\$638	\$967
36	SCADA	12/4/1999	\$0	\$0
42	ECO Res-Bay Area Process	1/19/2000	\$4,755	\$7,244
43	SCADA	1/19/2000	\$0	\$0
44	SCADA	1/19/2000	\$0	\$0
49	SCADA	2/15/2000	\$0	\$0
50	SCADA	2/16/2000	\$0	\$0
51	SCADA	2/16/2000	\$0	\$0
52	SCADA	4/5/2000	\$0	\$0
53	Replace 10 Check Valve Well 2 "	4/19/2000	\$4,836	\$7,369
57	Fiber markers for water and sewer	5/3/2000	\$0	\$0
62	SCADA	5/17/2000	\$0	\$0
63	SCADA	5/17/2000	\$0	\$0
65	Install New Pump	6/7/2000	\$0	\$0
66	Land Survey	6/7/2000	\$2,384	\$3,632
76	SCADA	6/30/2000	\$0	\$0
84	Back up CPU for SCADA	11/20/2000	\$0	\$0
88	SCADA System Upgrade	4/1/2001	\$0	\$0
232	SCADA-General Support	8/1/2002	\$53	\$74
327	SCADA-System Upgrade	3/7/2003	\$1,522	\$2,067
330	SCADA-Computer Upgrade	3/13/2003	\$224	\$305
331	SCADA-Remaining Computer Part	3/21/2003	\$14	\$19
337	SCADA-System Upgrade	4/3/2003	\$948	\$1,288
354	SCADA-System Upgrade	6/18/2003	\$1,469	\$1,996
377	SCADA -System Upgrade	12/3/2003	\$212	\$283
573	SCADA System Integration Suppor	12/31/2004	\$79	\$99
574	DB Export Pump Station -Meyer C	12/29/2004	\$10,132	\$12,788
587	Meyer Control Group -InV#2446-0	3/8/2005	\$4,700	\$5,933
613	DO Control System -Automate Ox-	1/24/2006	\$2,085	\$2,557
639	Rehab Manholes	4/11/2006	\$547	\$673
640	Rehab Manholes	4/11/2006	\$511	\$628
642	Scada System Upgrades	4/28/2006	\$4,157	\$5,110
645	Scada Upgrade (Monitor&Compute	5/6/2006	\$556	\$683
683	Scada System Upgrade	11/29/2006	\$2,647	\$3,013
686	Scada System Upgrade	1/31/2007	\$3,760	\$4,291
687	Scada System Upgrade	2/28/2007	\$4,678	\$5,339
688	Scada System Upgrade	2/28/2007	\$633	\$722
689	Scada System Upgrade	3/30/2007	\$1,927	\$2,198

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
694	Scada System Set Up	6/1/2007	\$594	\$681
755	Vacuum Truck Dump Station	12/30/2009	\$28,926	\$30,899
737	Polymer Pump (LMI B7 series pum	6/30/2009	\$834	\$889
<b>WATER</b>				
12	Pipe Support on Well 1	6/16/1999	\$1,571	Not Included
15	LSCE-Water Treatment	7/22/1999	\$110	\$167
19	Repaired 2 Irrigation Service	9/1/1999	\$1,478	\$2,242
34	Leak Survey-Water System	11/3/1999	\$0	\$0
35	LSCE-Water Master Plan	12/1/1999	\$4,212	\$6,417
37	LSCE-Water Master Plan	12/15/1999	\$778	\$1,185
45	LSCE-Water Master Plan	1/19/2000	\$1,735	\$2,643
46	Repair Water Leak	2/2/2000	\$1,438	\$2,191
47	Repair Water Leak	2/2/2000	\$3,075	\$4,685
54	Copper discharge study	4/19/2000	\$194	\$295
56	Paved Well2	5/3/2000	\$1,702	Not Included
61	LSCE-Water Treatment	5/17/2000	\$3,442	\$5,245
68	Copper discharge study	6/21/2000	\$2,838	\$4,324
70	LSCE-Water Treatment	6/30/2000	\$1,874	\$2,855
71	Repair Water Leak	6/30/2000	\$7,273	\$11,081
72	Land Survey -Water Treatment	6/30/2000	\$439	\$668
73	LSCE -Water Treatment	6/30/2000	\$3,155	\$4,806
74	LSCE -Water Treatment	6/30/2000	\$7,428	\$11,317
75	LSCE -Water Treatment	6/30/2000	\$1,406	\$2,142
80	Rebuilt LS D" Pump "	10/4/2000	\$0	\$0
341	Well #2 Lighting	4/22/2003	\$36	Not Included
650	Supplies to put Meter #'s on Curb	5/9/2006	\$22	Not Included
651	6 Meters	5/18/2006	\$3,139	Not Included
662	Scada System Upgrade-Newport	8/3/2006	\$3,906	\$4,792
668	10 Meters	8/31/2006	\$3,445	Not Included
669	92 Meters "	9/8/2006	\$8,223	Not Included
670	3 Meter at Athletic Club	9/14/2006	\$1,603	Not Included
675	Meter at Marina	10/25/2006	\$894	Not Included
677	2 Water Meters	10/17/2006	\$808	Not Included
681	2 Meter at Marina & Clubhouse	11/7/2006	\$2,722	Not Included
692	Meter Couplers	4/25/2007	\$410	Not Included
709	Meters	2/21/2008	\$4,658	Not Included
719	Water Meter -Yawl Street	7/16/2008	\$991	Not Included
726	Digital Pump -Willow Lake WTP	2/20/2009	\$636	\$677
727	Digital Pump & Tubing	5/6/2009	\$1,305	\$1,390
748	30 5/8 Water Meters-DB SW "	7/28/2009	\$2,954	Not Included
750	30 Water Meters	9/11/2009	\$2,984	Not Included
735	2 Water Meters -Firewood/DB Blve	5/6/2009	\$693	Not Included
757	130 Water Meters -Centex Area	2/4/2010	\$7,953	Not Included
759	Lids & Boxes for Water Meters	4/20/2010	\$740	Not Included
762	60 Water Meters & Bodies	5/5/2010	\$4,135	Not Included
763	Water Meter-New Church on Bixler	5/11/2010	\$410	Not Included
772	200 Water Meters	9/16/2010	\$14,803	Not Included
773	23 Water Meters	9/16/2010	\$4,420	Not Included
<b>WASTEWATER</b>				
20	Video Inspection of Sanitary	9/1/1999	\$352	\$534
41	UV Ballast Replacement	1/19/2000	\$0	\$0
48	Clarifier #2 Lift Pump #2	2/14/2000	\$0	\$0
67	Lift Station J Pump #1	6/21/2000	\$0	\$0
77	Computer for WWTP	7/11/2000	\$0	\$0
81	Clarifier Lift Pump	11/2/2000	\$0	\$0
91	Effluent Flow Meter	4/30/2001	\$0	\$0
310	SCADA-Support for WWTP Exp #:	2/7/2003	\$244	\$331
388	Hansen Painting -WWTP #1	1/15/2004	\$9,508	\$12,677
698	Chopper Pumps -Lift Station A&D	7/16/2007	\$17,834	\$20,421
702	Submersible Chopper Pump-LS #F	9/20/2007	\$13,528	\$15,475
706	Self-Priming Chopper Pump-LS #A	12/14/2007	\$924	\$1,051
707	Vaughan Pump -Lift Station #D	1/30/2008	\$948	\$1,078
708	Vaughan Pump -Lift Station #A	2/1/2008	\$948	\$1,078
711	Lift Station #D Pump	4/9/2008	\$810	\$919
722	Pump & Aerobic Digester -WWTP	11/10/2008	\$3,085	\$3,257
731	UV System Upgrade	4/13/2009	\$9,347	\$9,951
732	LS #E 10RP Chopper Pump	5/13/2009	\$9,890	\$10,536

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
733	LS #E Vaughan Pump	6/3/2009	\$2,669	\$2,847
736	Digital Pump & Meter Box	6/30/2009	\$1,389	\$1,482
738	Pump -Lift Station #S	6/30/2009	\$9,505	\$10,139
740	UV System Upgrade	3/19/2009	\$16,769	\$17,848
742	UV Instruments & Mission RTU	6/23/2009	\$10,785	\$11,505
760	Siemens Module Flowmeter-WWTP	3/22/2010	\$926	\$989
769	Discovery Point Sewer Pipe Rep1ac,	8/13/2010	\$147,823	\$154,922
775	Discovery Point Sewer Pipe ReplaCi	1/20/2011	\$16,635	\$17,078
777	Cheny Rills Drive Sewer Replacem	4/13/2011	\$31,710	\$32,412
779	Cherry Hills Drive Sewer Replacem	5/25/2011	\$76,930	\$78,626
			<u>\$2,669,222</u>	<u>\$4,018,614</u>

Location: Wastewater Treat. Plant 2

**WASTEWATER**

102	WWTP	8/3/2001	\$8,027	\$11,193
103	Delivery Service ofHerwit Enginee	8/29/2001	\$236	\$329
107	WWTP	8/31/2001	\$4,489	\$6,260
113	WWTP	10/15/2001	\$7,635	\$10,646
125	WWTP	11/9/2001	\$7,259	\$10,122
132	Rip Rock for WWTP	11/30/2001	\$389	\$542
133	Rip Rock for WWTP	11/30/2001	\$229	\$319
135	WWTPExp	12/6/2001	\$4,828	\$6,777
140	Delivery Service to Herwit EngineeJ	12/14/2001	\$34	\$48
141	Delivery Service of Herwit Enginee	12/17/2001	\$68	\$95
142	Delivery Service of Herwit Enginee	12/30/2001	\$233	\$327
144	WWTPExp	1/4/2002	\$6,437	\$9,035
146	Delivery Service ofHerwit Enginee	1/7/2002	\$34	\$48
148	Delivery Service of Herwit Enginee	1/14/2002	\$34	\$48
150	Delivery Service of Herwit Enginee	1/21/2002	\$68	\$95
151	Delivery Service of Herwit Enginee	1/28/2002	\$34	\$48
152	WWTPExp	2/1/2002	\$8,414	\$11,811
154	Delivery Service of Herwit Enginee	2/4/2002	\$102	\$143
156	Delivery Service ofHerwit Enginee	2/18/2002	\$34	\$48
159	WWTPExp	3/1/2002	\$9,254	\$12,989
160	Delivery Service of Herwit Enginee	3/4/2002	\$68	\$95
168	WWTPExp	4/2/2002	\$12,391	\$17,392
171	WWTPExp	4/3/2002	\$12,556	\$17,624
180	Delivery Service of Herwit Enginee	4/15/2002	\$68	\$95
181	Delivery Service of Herwit Enginee	4/22/2002	\$34	\$48
197	WWTPExp	5/31/2002	\$10,483	\$14,714
208	WWTPExp	6/28/2002	\$20,289	\$28,478
213	Newport Drive WTP SCADA	6/30/2002	\$210	\$295
214	WWTP Exp SCADA	6/30/2002	\$1,403	\$1,969
226	All Weather Sampler	7/29/2002	\$1,502	\$2,108
230	Herwit Engineering for WWTP	7/31/2002	\$13,380	\$18,780
235	Hoist for UV @ WWTP	8/12/2002	\$3,853	\$5,408
239	WAS Piping Modifications	8/29/2002	\$800	\$1,123
244	Herwit Engineering for WWTP	9/3/2002	\$7,290	\$10,233
257	Herwit Engineering for WWTP	10/3/2002	\$3,645	\$5,116
265	SCADA for WWTP	10/31/2002	\$1,122	\$1,575
270	Herwit Engineering for WWTP	11/11/2002	\$10,121	\$14,206
273	Gearbox & Handwhee1 for WWTP	11/13/2002	\$424	\$594
275	Pennit for WWTP Expansion	11/26/2002	\$3,643	\$5,114
281	Herwit Engineering for WWTP	12/9/2002	\$8,731	\$11,862
295	Chain Hoist & Load Test for #2	12/31/2002	\$500	\$680
297	Herwit Engineering for WWTP	1/5/2003	\$5,027	\$6,830
305	Rip Rock for WWTP	1/31/2003	\$336	\$457
306	Rip Rock for WWTP	1/31/2003	\$231	\$314
307	Herwit Engineering for WWTP	2/4/2003	\$3,668	\$4,984
313	Adm. Costs for WWTP Clarifier	2/20/2003	\$329	\$447
318	Herwit Engineering for WWTP	3/4/2003	\$3,469	\$4,713
338	Herwit Engineering for WWTP	4/7/2003	\$5,886	\$7,997
344	Herwit Engineering for WWTP	5/7/2003	\$498	\$676
351	Herwit Engineering for WWTP	6/7/2003	\$444	\$603
379	Techknowison -Scada Expansion	12/3/2003	\$443	\$591
381	SCADA -System Upgrade	12/3/2003	\$190	\$253
407	Herwit -Clarifier	4/13/2004	\$2,223	\$2,965

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
417	Herwir -Clarifier	4/27/2004	\$4,175	\$5,566
424	Kleinfelder-Clarifier	5/12/2004	\$248	\$331
426	Herwit -Clarifier Inv#47	5/25/2004	\$681	\$907
434	Herwit -Clarifier -Inv #46	6/30/2004	\$1,134	\$1,513
497	Herwit -Clarifier -Inv #40	12/5/2003	\$124	\$165
498	Herwit -Clarifier -Inv #41	1/8/2004	\$2,558	\$3,410
499	Herwit -Clarifier -Inv #42	2/8/2004	\$2,654	\$3,539
500	Herwit -Clarifier -Inv #45	5/13/2004	\$681	\$907
525	Solar Bee 10000 Aerator	8/31/2004	\$25,315	\$33,755
538	Herwit Engineering -Inv#49	9/10/2004	\$319	\$426
599	Clarifier Addition -Conco West	6/6/2005	\$14,900	\$18,684
600	Clarifier -Kleinfelder InV#184508	7/6/2004	\$581	\$775
601	Clarifier -Kleinfelder InV#191267	8/4/2004	\$850	\$1,133
602	Clarifier -Kleinfelder InV#196518	8/31/2004	\$919	\$1,225
628	Rip Rap for WWTP #2	3/17/2006	\$2,128	\$2,617
630	Rip Rap for WWTP #2	3/31/2006	\$3,174	\$3,903
634	Rip Rap for WWTP #2	4/5/2006	\$2,157	\$2,652
637	Rip Rap for WWTP #2	4/10/2006	\$1,916	\$2,355
741	Wastewater Treat Plant 2 Expansion	6/26/2009	\$15,260,717	\$16,279,392
			\$15,518,324	\$16,632,515
Location: Wetlands				
<b>WASTEWATER</b>				
695	Effluent Pump & Pipe Fittings (Wet	6/6/2007	\$568	\$651
Location: Willow Lake WT Facility				
<b>WATER</b>				
78	Analysis	9/26/2000	\$556	\$847
85	Rip Rock for Willow Lake Site	12/16/2000	\$363	\$506
87	Iron Magnanese Removal Tanks	3/21/2001	\$33,026	\$46,051
90	POP Holding for Water Line	4/30/2001	\$2,102	\$2,931
92	Weed Abatement @ Water Treatme	6/1/2001	\$563	\$785
93	Applications for Generators	6/20/2001	\$546	\$762
95	Engineering	6/30/2001	\$68,693	\$95,786
98	Escrow Payment ofLand	7/11/2001	\$1,079	\$1,505
99	Permit for Generators for Willow LI	7/16/2001	\$369	\$514
100	Permit fees for Willow Lakes	7/16/2001	\$743	\$1,035
104	Title Premium & Escrow on Land	8/30/2001	\$6,488	\$9,047
105	Rip Rock for Willow Lake Site	8/31/2001	\$215	\$300
106	Rip Rock for Willow Lake Site	8/31/2001	\$187	\$260
108	Grading ofWillow Lake Site	9/14/2001	\$29,384	\$40,973
109	Install 2 Waterline@ Willow Lake	9/14/2001	\$1,308	\$1,824
110	Rip Rock for Willow Lake Site	9/21/2001	\$427	\$596
111	Rip Rock for Willow Lake Site	9/21/2001	\$371	\$518
112	Surveying for Willow Lake Site	9/26/2001	\$1,943	\$2,709
115	Fence for Willow Lake Site	10/23/2001	\$8,294	\$11,565
118	Fence for Willow Lake Site	10/29/2001	\$256	\$357
122	Install all weather roadway	11/2/2001	\$11,303	\$15,760
123	Installation of 6' high fence @ Pone	11/5/2001	\$649	\$905
128	Trees for Willow Lake Site	11/14/2001	\$1,103	\$1,539
130	8 Stakes for trees @ Willow Lake "	11/21/2001	\$0	\$0
134	Surveyor for Willow Lake Site	12/3/2001	\$64	\$90
136	Surveyor for Willow Lake Site	12/7/2001	\$935	\$1,312
137	Rip Rock for Willow Lake Sites	12/13/2001	\$484	\$679
138	Rip Rock for Willow Lake Site	12/13/2001	\$661	\$928
147	Electrical engineering for Willow	1/9/2002	\$2,475	\$3,474
155	Land Use Pem1it	2/7/2002	\$2,063	\$2,895
163	Reimburse Hoffman for LSCE	3/20/2002	\$11,250	\$15,790
164	Reimburse Hoffman for NW Penn	3/26/2002	\$27,254	\$38,254
165	Reimburse Hoffman U. Pipe Inv.	3/26/2002	\$2,966	\$4,163
166	Reimburse Hoffman U. Pipe Inv.	3/26/2002	\$40	\$56
174	Reimburse Hoffman for NW Penn	4/12/2002	\$40,246	\$56,490
175	Reimburse Hoffman for NW Pem1	4/12/2002	\$16,154	\$22,675
176	Reimburse Hoffman for NW Penn	4/12/2002	\$7,116	\$9,988
177	Reimburse Hoffman for NW Penn	4/12/2002	\$270,839	\$380,156
178	Reimburse Hoffman for NW Penn	4/12/2002	\$1,996	\$2,802
179	Reimburse Hoffman for NW Penn	4/12/2002	\$92,282	\$129,530
182	Reimburse Hoffman for LSCE	4/23/2002	\$5,367	\$7,533

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
183	Contractor for Willow Lake #1	4/26/2002	\$134,541	\$188,845
185	Engineering for Willow Lake	4/30/2002	\$3,968	\$5,569
187	Testing for Willow Lake	5/13/2002	\$116	\$162
189	Surveyor for Willow Lake Site	5/15/2002	\$1,136	\$1,595
190	Reimburse Hoffman U. Pipe Inv.	5/17/2002	\$323	\$453
192	Contractor for Willow Lake #2	5/29/2002	\$49,748	\$69,827
193	Water Transmission Main Contra	5/29/2002	\$84,014	\$117,924
194	Hofmann-NW Pennastore #2023	5/30/2002	\$68,376	\$95,975
195	Hoffman-NW Pennastore (storage to	5/31/2002	\$38,587	\$54,162
196	Engineering for Willow Lake	5/31/2002	\$3,384	\$4,750
200	Hoffmann-Reimb. for LSCE #17179	6/3/2002	\$6,263	\$8,791
201	Reimburse Hoffman U. Pipe Inv.	6/4/2002	\$283	\$397
202	Hofmann-Reimb. for United Pie IN'	6/4/2002	\$5,500	\$7,720
203	Filter tanks for Willow Lake	6/6/2002	\$56,233	\$78,930
204	Surveyor for Willow Lake Site	6/10/2002	\$437	\$614
205	Contractor for Willow Lake #3	6/21/2002	\$117,686	\$165,188
206	Contractor for Water Transmission	6/25/2002	\$124,413	\$174,630
207	Compact testing for Willow Lake	6/26/2002	\$420	\$590
211	Container for rubble at Willow	6/30/2002	\$351	\$492
212	Engineering for Willow Lake	6/30/2002	\$635	\$892
217	Compact testing for Willow Lake	7/2/2002	\$1,192	\$1,673
218	Compacting Testing	7/21/2002	\$307	\$431
219	Conco West -Billing #4-	7/23/2002	\$210,962	\$296,112
220	Repairs to Irrigation at DBAC	7/23/2002	\$203	\$285
221	TechKnowison from AIP search	7/25/2002	\$77	\$107
223	Water Transmission Main Contra	7/25/2002	\$61,407	\$86,193
225	Kleinfelder	7/26/2002	\$1,192	\$1,673
227	Newport Dr. WTP SCADA Supp	7/31/2002	\$472	\$662
228	Filter Tanks	7/31/2002	\$19,846	Not included
229	Engineering for Willow Lake	7/31/2002	\$832	\$1,168
234	Surveying	8/10/2002	\$848	\$1,190
238	Willow Lake WTP Contract #5 B	8/28/2002	\$289,647	\$406,556
240	Compact Testing	8/30/2002	\$940	\$1,320
241	Water Transmission Main	8/30/2002	\$46,891	\$65,818
242	Water Transmission Main	8/30/2002	\$42,401	\$59,516
243	Engineering for Willow Lake	8/31/2002	\$5,816	\$8,164
247	PVC Piping for Willow Lake	9/4/2002	\$44	\$62
248	Kleinfelder-Concrete Compact Test	9/5/2002	\$306	\$429
249	Compacting Testing	9/23/2002	\$534	\$749
250	Willow Lake WTP Contract #6 B	9/25/2002	\$114,568	\$160,810
251	Engineering for Electric Service	9/25/2002	\$18,621	\$26,137
252	Luhdorff-Engineering for W.L.	9/30/2002	\$2,059	\$2,890
253	Reimb. for Kleinfelder	10/1/2002	\$718	\$1,008
254	Reimb. for LSCE Inv.#16082	10/1/2002	\$360	\$505
255	Reimb. for LSCE Inv. #16014	10/1/2002	\$583	\$818
256	Kleinfelder-Concrete Compact Test	10/3/2002	\$146	\$205
260	Concrete Compact Test	10/21/2002	\$165	\$232
261	Water Transmission Main	10/21/2002	\$60,272	\$84,600
262	Generator for Willow Lake WTP	10/28/2002	\$109,782	\$154,093
263	Conco West Contract Billing #7	10/30/2002	\$58,266	\$81,784
264	Luhdorff-Engineering for W.L.	10/31/2002	\$4,302	\$6,038
266	Irrigation Supplies for W.L.	11/1/2002	\$568	\$797
267	Limit Switches	11/7/2002	\$1,624	\$2,280
268	Easement Cost	11/7/2002	\$6,809	\$9,557
274	Locks for Willow Lake WTP	11/20/2002	\$241	\$338
277	Conco West Contract Billing #8	11/27/2002	\$61,331	\$86,086
278	Conduit & Pipe for Willow Lake	11/27/2002	\$199	\$280
279	Luhdorff-Engineering for W.L.	11/30/2002	\$5,147	\$7,225
280	Planters Mix for Willow Lake	12/4/2002	\$0	\$0
284	County Paving-Grade Lot	12/11/2002	\$1,147	\$1,558
285	Filter for Willow Lake	12/12/2002	\$915	\$1,244
288	Rip Rock for Willow Lake Site	12/16/2002	\$420	\$570
290	Delta Fence-Chain Link Fence	12/18/2002	\$1,312	\$1,782
291	Conco West Contract Billing #9	12/19/2002	\$39,355	\$53,467
292	Luhdorff-Engineering for W.L.	12/31/2002	\$1,404	\$1,907
293	Dry Briquettes	12/31/2002	\$0	\$0
294	Kleinfelder-Concrete Compact Test	12/31/2002	\$360	\$490

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
303	Hofmann Reimb. for NW Penn Inv.	1/30/2003	\$30,953	\$42,051
304	Luhdorff-Engineering for W.L.	1/31/2003	\$2,013	\$2,735
311	Conco West Contract Billing #10	2/10/2003	\$24,013	\$32,624
314	Luhdorff-Engineering for W.L.	2/28/2003	\$2,508	\$3,408
315	Final Pymt. Filter Tanks	2/28/2003	\$2,205	\$2,996
328	Stone Veneer Mailbox Willow Lake	3/10/2003	\$1,423	\$1,933
329	Railing for Inside of Booster	3/10/2003	\$2,274	\$3,089
333	Luhdorff-Engineering for WL	3/31/2003	\$3,767	\$5,117
336	Water Transmission Main	4/2/2003	\$1,815	\$2,466
340	Conco West Contract Billing #11	4/22/2003	\$21,440	\$29,127
343	Luhdorff-Engineering for W.L.	4/30/2003	\$908	\$1,233
347	Trees for Willow Lake WTP	5/20/2003	\$379	\$615
349	Luhdorff-Engineering for WL	5/31/2003	\$584	\$793
353	SCADA Support for Willow Lake	6/10/2003	\$1,418	\$1,927
355	Conco West Contract Billing #12	6/23/2003	\$28,504	\$38,725
357	Hoffmann Reimb. for LSCE Inv.	6/30/2003	\$8,759	\$11,899
358	Luhdorff-Engineering for WL	6/30/2003	\$1,167	\$1,585
365	Loprest -Bray Series 50 Limit Swit,	9/4/2003	\$278	\$377
366	Luhdorff-Engineering for W.L.	9/4/2003	\$2,183	\$2,965
367	Conco -Billing #12 Proj. 220060	9/10/2003	\$31,671	\$43,027
369	Kirk Welding -Welding Braces	9/18/2003	\$454	\$616
370	Luhdorff-Engineering for W.L.	10/2/2003	\$820	\$1,114
375	Luhdorff-Engineering for W.L.	11/6/2003	\$2,106	\$2,861
378	Techknowison -Scada Support	12/3/2003	\$526	\$702
380	Techknowison -Scada Support	12/3/2003	\$440	\$587
383	Luhdorff-Engineering for W.L.	12/4/2003	\$256	\$342
387	Luhdorff-Engineering for W.L.	1/8/2004	\$363	\$484
395	Luhdorff-Engineering for W.L.	2/5/2004	\$372	\$496
396	Delta Fence -Barb Wire Repair	2/6/2004	\$353	\$471
406	Luhdorff-Engineering for W.L.	3/31/2004	\$1,750	\$2,334
412	Borges & Mahoney -Metering Pum	4/14/2004	\$0	\$0
422	Luhdorff-Engineering for W.L.	4/30/2004	\$407	\$543
431	Luhdorff-Engineering for W.L.	5/31/2004	\$182	\$242
432	Techknowison -Scada Support	6/2/2004	\$747	\$996
501	Conco West Retention Billing -Inv	10/15/2003	\$98,909	\$134,376
502	Conco West Retention Billing -Inv	3/30/2004	\$28,875	\$38,502
554	Int Cathodic Prot 100,000 gal bach	10/21/2004	\$5,954	\$7,939
565	Well No.5 -Conco West Inv#4507	11/19/2004	\$15,050	\$20,067
572	Parking Lot Lines -Stripesters	12/28/2004	\$0	\$0
579	Seal Asphalt at WTP Parking Lot	1/19/2005	\$0	\$0
626	Filter C for Willow Lake WTP	3/6/2006	\$94,368	Not included
631	Filter Installation	3/31/2006	\$1,084	Not included
641	Filter Install -Conco West	4/26/2006	\$17,300	Not included
643	Luhdorff& Scalmanini -Engineerir	4/30/2006	\$4,344	Not included
653	Filter Install-Conco West	6/5/2006	\$11,278	Not included
659	Luhdorff& Scalmanini -Engineerir	6/30/2006	\$784	Not included
667	Filter Install-Conco West	8/16/2006	\$9,785	Not included
685	Willow Lake Filter Install	1/19/2007	\$2,434	Not included
721	Gate Valve @ Willow Lake WTP	9/11/2008	<u>\$10,818</u>	<u>\$12,023</u>
			\$3,001,182	\$3,963,493

Location: Vehicles

SHARED

13	District Truck Toolbox/Liner	7/1/1999	\$0	\$0
18	District Truck	9/1/1999	\$0	\$0
55	District Truck-Trailer Setup	5/3/2000	\$0	\$0
69	District Truck-Emergency Lights	6/30/2000	\$0	\$0
101	Vac Truck	7/31/2001	\$0	\$0
188	Lateral Kit	5/14/2002	\$0	\$0
617	2006 Chevy Truck HHR	12/5/2005	\$0	\$0
716	2008 Ford F250 w/Utility Box-Wat,	6/26/2008	\$10,764	\$12,129
725	Vac-Truck	3/26/2009	<u>\$173,972</u>	<u>\$185,166</u>
			\$184,735	\$197,295

TOTAL

\$32,908,594

\$39,244,547



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2012-29**

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT,  
RESCINDING RESOLUTION NO. 2004-08 AND APPOINTING ECC BANK,  
A DIVISION OF BANK OF AGRICULTURE AND COMMERCE BANK  
AS ALTERNATIVE DEPOSITORY FOR CERTAIN DISTRICT FUNDS AND  
ESTABLISHING A REVOLVING FUND PURSUANT TO GOVERNMENT CODE SECTION 53952

WHEREAS, the Town of Discovery Bay Community Services District Board of Directors has previously adopted Resolution No. 2004-08 appointing Bank of Agriculture and Commerce as alternative depository for certain district funds, and

WHEREAS, per the adopted Resolution No. 2004-08 funds shall not exceed \$40,000.00 in the depository and individual payments from that depository shall not exceed \$5,000.00; and

WHEREAS, Pursuant to Government Code §53952(b) an independent special district, as defined in Government Code §61000, may by resolution provide for the establishment of a revolving fund in an amount not to exceed 110 percent of one-twelfth of the district's adopted budget for that fiscal year. The fund may be used to pay any authorized expenditures of the independent special district, and

WHEREAS, the District regularly collects funds from rate payers for water consumption or from contributions to the Community Center fund and those funds are deposited in the ECC Bank on behalf of the District; and

WHEREAS, the purpose of the revolving fund is to be able to have the flexibility of paying District invoices that exceed \$5,000, and

WHEREAS, the General Manager, or designee, shall have authority to make disbursements from the revolving fund and is responsible for keeping account of all receipts and disbursements from the fund, and

WHEREAS, the fund is necessary in order to pay down the ECC bank accounts in order to remain within the limits allowed pursuant to Government Code §53952, and

WHEREAS, the maximum amount of the fund shall not exceed 110 percent of one-twelfth of the district's adopted budget for that fiscal year, and

WHEREAS, individual payments from the account shall not exceed \$100,000.00 and all payments of any amount are to be authorized by the Board of Directors with two (2) signatures required.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to Government Code §53952(b) the Town of Discovery Bay provides for a revolving fund in an amount not to exceed 110 percent of one-twelfth of the district's adopted budget for that fiscal year.

SECTION 2. The fund may be used to pay any authorized expenditures of the Town of Discovery Bay.

SECTION 3. The purpose of the revolving fund is to be able to have the flexibility of paying District invoices that exceed \$5,000.00.

SECTION 4. That the General Manager, or designee, shall have authority to make authorized disbursements from the revolving fund and is responsible for keeping account of all receipts and disbursements from the fund.


SECTION 5. Signature requirements for warrants issued from these accounts shall be in accordance with Article VII of the District's Bylaws.

SECTION 6. That any individual disbursement from the account shall not exceed \$100,000.00 and all payments of any amount are to be authorized by the Board of Directors at a Regular or Special meeting of the Board of Directors.

SECTION 7. The Board of Directors may waive the \$100,000.00 limit as identified in SECTION 6, above, of any single disbursement at a Regular or Special meeting of the Board of Directors provided that such action shall be taken independently and as a part of a Staff Report to the Board specifically addressing the disbursement.

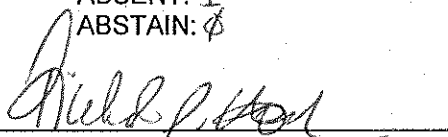
SECTION 8. This resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED THIS 7<sup>th</sup> DAY OF NOVEMBER, 2012.

  
V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on November 7, 2012, by the following vote of the Board:

AYES: 4  
NOES: 0  
ABSENT: 1  
ABSTAIN: 0

  
Richard J. Howard  
Board Secretary





**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2012-30**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
TOWN OF DISCOVERY BAY, A COMMUNITY SERVICES DISTRICT (CSD)  
TO REMOVE FORMER DIRECTOR JIM MATTISON AND ADD DIRECTOR WILLIAM R. PEASE  
ON THE DISTRICT'S ECC BANK ACCOUNTS, A DIVISION OF BANK OF AGRICULTURE AND COMMERCE TO SIGN ON  
CHECKS FROM THE TOWN OF DISCOVERY BAY CSD CHECKING ACCOUNTS  
AND TO SIGN ON TRANSACTIONS WRITTEN FOR THE TOWN OF DISCOVERY BAY CSD CD ACCOUNT**

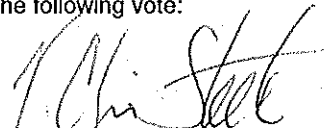
WHEREAS, the Town of Discovery Bay CSD desires to remove former director, Jim Mattison and add director William R. Pease on the five public bank accounts with ECC Bank, A Division of Bank of Agriculture and Commerce to sign on checks written from the Town of Discovery Bay CSD Checking Accounts and to sign on transactions written for the Certificate of Deposit, which are all listed below:

50017249 – Water and Wastewater (CSD)  
50020304 – Discovery Bay Community Center  
50306399 – Certificate of Deposit (CD)  
22007884 – General Fund Account  
22008560 – Deposit Holding Account

NOW, THEREFORE, BE IT RESOLVED that the Town of Discovery Bay CSD does the following:

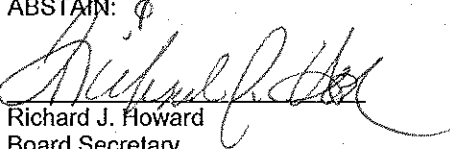
1. That ECC Bank, A Division of Bank of Agriculture and Commerce, Discovery Bay Branch, 14804-A Highway 4, Discovery Bay, CA 94505, is hereby directed to remove former director Jim Mattison, and add director William R. Pease on the above five banking accounts to be able to sign on checks written and sign on transactions written from these accounts on behalf of the District.
2. The Town of Discovery Bay CSD Board of Directors require that valid signatures on checks written and transactions written from these accounts by both the President and Vice President, or by the President Pro-Tempore, and one other Director, or, in the absence of the elected officers, any two Directors.
3. Remove former director, Jim Mattison and add director William R. Pease on the five public bank accounts with ECC Bank, A Division of Bank of Agriculture and Commerce to sign on checks written from the Town of Discovery Bay CSD Checking Accounts and to sign on transactions written for the Certificate of Deposit.
4. That this Resolution supersedes all previous Resolutions that have removed or added Directors on the District's ECC Bank Accounts, A Division of Bank of Agriculture and Commerce to sign on checks from the Town of Discovery Bay CSD Checking accounts and to sign on transactions written for the Town of Discovery Bay CSD CD Account.

PASSED AND ADOPTED this 19<sup>th</sup> day of December 2012 by the following vote:

  
V. Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on December 19, 2012 by the following vote of the Board:

AYES: 5  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0

  
Richard J. Howard  
Board Secretary